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Hampshire. Anno Regni Regi Georgii Tertii Magnae Britanniae  
 Franciae et Hiberniae Quarto

Court of }  
 Sessions

At his Majestys Court of General Sessions of Peace begun and held at  
 August } Springfield within and for the County of Hampshire on the Last Tuesday  
 Term } of August being y<sup>e</sup> Twenty Eighth Day of said Month & De die in Diem  
 1764 } to the Fourth Day of September Anno Domini 1764

Present

Israel Williams  
 John Worthington  
 Elijah Williams  
 Josiah Dwight  
 Joseph Hawley  
 Timothy Dwight Jun<sup>r</sup>

unanimously finding

Seth Field  
 Thomas Williams  
 Josiah Chauncey  
 Eleazer Porter  
 Eldad Taylor  
 Daniel Bourk

2692

Jury for Trials  
 William Smith, foreman  
 Hezekiah Warriner  
 Aaron Ferre  
 Elijah Rogers  
 Seth Lyman  
 Simon Parsons  
 Jonathan Warner  
 John Blashfield  
 Pelatiah Smith  
 Benjamin Parsons  
 David Parsons  
 Robert Dunhlee

Grand Jurors

Coleb<sup>r</sup> Leth Somersy, Foreman  
 Caleb Strong  
 Daniel White  
 Thomas Stebbins  
 John Eastman  
 James Porter  
 Daniel Moseley, absent  
 David Field  
 Moses Billing  
 Samuel Anst  
 Adonijah Russell  
 Daniel Moody  
 Peter Smith  
 Thomas Gibbs  
 William Crosset  
 James Breakenridge  
 William Knox Jun<sup>r</sup>  
 Jeremiah Meacham  
 Timothy Robinson  
 Humphrey Needham

Jurors Summoned & served  
 or not as entered viz.  
 Hatt. Eleazer Frary Jun<sup>r</sup> served  
 West. Asa Noble  
 David Moseley Jun<sup>r</sup> <sup>injured</sup>  
 Absent Dec<sup>r</sup> Thomas Dickinson not excused  
 Absent Jun<sup>r</sup> Joseph Barnard not excused

This Jury attended five Days  
 { Mr. Miller attended for y<sup>e</sup> whole  
 of said Days

Sh<sup>r</sup> The Grand Jurors for our Sovereign Lord the King do on their Oaths Present  
 David Pulifer of Ware in the County of Hampshire Yeoman for that said  
 David at said Ware on the Twenty Ninth Day of November last past did  
 with force and Arms make an Assault upon the Body of Solomon Bod-  
 wood of Amherst in said County Yeoman then & still a Deputy Sherri<sup>f</sup>  
 under Oliver Partridge Esq<sup>r</sup> Sherri<sup>f</sup> of y<sup>e</sup> said County of Hampshire & the  
 said Solomon then being in the Peace of God & our said Lord the King and  
 in y<sup>e</sup> due Execution of his said Office of a Deputy Sherri<sup>f</sup> and  
 the said Solomon then having divers Writs of Attachment issued  
 by Lawfull Authority requiring him to or Arrest y<sup>e</sup> Body of said  
 David and that said David then & there beat and struck y<sup>e</sup> said Solo-  
 mon divers Blows with his fist & uttered divers Menaces and Tha-  
 nings of Instant Death and Bodily hurt against y<sup>e</sup> said Solomon  
 if he should execute said Writs and that said David then and there held in  
 his hand a club and Fire Tong in an angry and Threatning manner  
 within reach of y<sup>e</sup> Body of y<sup>e</sup> said Solomon with design to prevent the  
 said Solomon from taking his y<sup>e</sup> said Davids Body and other



1  
did to the great Damage of the said Solomon Contrary to Law to the  
Evil Example of others & against y<sup>e</sup> peace of our said Lord the King  
his Crown & Dignity - Which presentment was made at a Court of  
General Sessions of y<sup>e</sup> peace holden at Springfield on the first Tuesday  
of May Anno Domini 1763. And Signed John Hawth Foreman. The said Da-  
vid comes before y<sup>e</sup> Court in y<sup>e</sup> Custody of Oliver Partridge Esq<sup>r</sup> Sheriff  
and being put to plead to y<sup>e</sup> premises he immediately thereupon says he  
will not contend with y<sup>e</sup> King - In this case y<sup>e</sup> Evidence having been  
produced and heard and fully weighed by y<sup>e</sup> Court - It is Considered by  
the Court that y<sup>e</sup> said David for his said Offence pay a fine of £3.00 to be  
to his Majesty for y<sup>e</sup> use of y<sup>e</sup> Government & and find Sureties in the  
Sum of £15<sup>s</sup> for y<sup>e</sup> Good behaviour towards all his Majesty's Liege peo-  
ple especially the said Solomon for y<sup>e</sup> space of six months and pay Costs  
of prosecution Taxed at £1.14.10 Standing Committed &c.  
Committed

Dr. Rex  
vs  
Azariah Cooley } The Grand Jurors for our Lordy King for y<sup>e</sup> County of Hampshire do on  
their Oaths Present Azariah Cooley of Brimfield in said County of Hamp-  
shire Yeoman for that said Azariah at said Brimfield on the Twenty  
Sixth Day of February last past with force and Arms made an Assault  
on y<sup>e</sup> Body of One Ebenezer Miller of said Brimfield Yeoman & him the  
said Ebenezer did then and there beat & wite wound and greatly Injure Con-  
trary to Law the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown & Dignity. Which  
Presentment was made at a Court of General Sessions of y<sup>e</sup> peace held  
at Springfield within and for y<sup>e</sup> County of Hampshire on the first Tues-  
day of May Anno Domini 1764. And Signed Salah Barnard Foreman  
The said Azariah comes before y<sup>e</sup> Court being held by and pleads guilty &c.  
The Court having Considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said Azariah  
pay a fine of 30<sup>s</sup> to be to his Majesty & and Costs of Court Taxed at  
£2.19 and find Sureties in y<sup>e</sup> Sum of Ten pounds for y<sup>e</sup> Good behavi-  
our till y<sup>e</sup> next term, Standing Committed &c. The said Azariah prin-  
cipal in £10 Nathan Collins and Joseph Thomson both of Brimfield  
Sureties in £5 each Recognize to y<sup>e</sup> King Agreeable to y<sup>e</sup> foregoing  
Order for y<sup>e</sup> Good behaviour of y<sup>e</sup> said Azariah.

Dr. Rex  
vs  
Ebenezer Miller } The Grand Jurors of our Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire on y<sup>e</sup>  
Oaths Present Ebenezer Miller of Brimfield in said County Yeoman  
for that said Ebenezer at said Brimfield on y<sup>e</sup> Twenty Sixth Day of  
February last past with force and Arms made an Assault on y<sup>e</sup> Body  
of One Azariah Cooley of y<sup>e</sup> same Town & him then and there beat & wound  
& greatly Injured Contrary to Law the peace of y<sup>e</sup> said Lord the King  
his Crown and Dignity. Which presentment was made at a Court  
of General Sessions of y<sup>e</sup> peace held at Springfield on y<sup>e</sup> first Tuesday  
of May Anno Domini 1764. And Signed Salah Barnard Foreman. The said  
Ebenezer comes into Court in y<sup>e</sup> Custody of John King a Deputy  
Sheriff and being put to plead &c. pleads that he is Guilty -  
Ordered



Ordered that he pay a fine of Twenty Shillings to be to y<sup>e</sup> King &c. And Costs of Court Tax at Two pounds Nineteen Shillings and find Sureties in the Sum of Ten pound for y<sup>e</sup> Good Behaviour till y<sup>e</sup> next Term standing committed. The said Ebenezer Miller principal in y<sup>e</sup> Sum of Ten pounds Mr. Timothy Danielson & Benjamin Morgan in five pound each Recognize to y<sup>e</sup> King for the said Ebenezer's being of y<sup>e</sup> Good behaviour Agreeable to foregoing Order

The Grand Jurors of Our Sovereign Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire { & then  
do on their Oath Present David Pulifer of Ware in said County Yeoman { or  
for that y<sup>e</sup> said David at said Ware on y<sup>e</sup> Evening following y<sup>e</sup> Third Day of May  
last past did with force and Arms feloniously steal take & carry away a Black  
Mare seven years Old of y<sup>e</sup> price of fifteen pounds Branded with y<sup>e</sup> Letter D on  
the left Thigh and with a white spot on y<sup>e</sup> fore shoulder, the property of Ti-  
mothy Cornball of Coventry in y<sup>e</sup> County of Windham in y<sup>e</sup> Colony of Con-  
necticut Yeoman Contrary to y<sup>e</sup> Law of this Province in that Case made and  
provided the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown & Dignity. Which said  
Presentment was made at a Court of General Sessions of y<sup>e</sup> peace held at Spring-  
field within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> last Tuesday of August Current  
And signed both Pomeroy Foreman. The said David being now arraigned and set to y<sup>e</sup> Bar  
and being put to plead and answer to y<sup>e</sup> premises Immediately thereupon pleads that  
he is in nothing guilty, and thereof puts himself on y<sup>e</sup> Country, a Jury being sworn  
according to Law to try y<sup>e</sup> Issue between Our Sovereign Lord y<sup>e</sup> King and y<sup>e</sup> said Da-  
vid y<sup>e</sup> Defendant. After a full hearing return their Verdict therein and on their Oath  
say that y<sup>e</sup> said David is guilty, and they further say that they find y<sup>e</sup> Value of y<sup>e</sup> said Black  
Mare is £10. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said David for his said Offence,  
shall be Whipped Twenty Stripes on his Naked Back and also that he pay Thirty Pounds  
to y<sup>e</sup> said Timothy being treble y<sup>e</sup> Value of y<sup>e</sup> said Mare, And Costs of this prosecution  
Tax at £9. 19. 11 Standing committed &c. The said Timothy comes into Court and  
freely remits to y<sup>e</sup> said David y<sup>e</sup> said Thirty pounds Adjudged him as aforesaid for  
Treble Damages & it is thereupon further Ordered that y<sup>e</sup> said David be Discharged  
from y<sup>e</sup> aforesaid Order so far as it Respects y<sup>e</sup> said Treble Damages and not  
further held to satisfy y<sup>e</sup> same. committed

The Grand Jurors of Our Sovereign Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do { & then  
on their Oath Present John McHard of Deerfield in said County Yeoman. for that { or  
said John at said Deerfield on y<sup>e</sup> last Sabbath Day in y<sup>e</sup> Month of April last past { McHard  
and on all y<sup>e</sup> Sabbath or Lords Days in y<sup>e</sup> said Month of April and on all the  
Sabbath or Lords Days in y<sup>e</sup> Months of March, February, January, December  
November, October, September, August, and July then next preceding said Month  
of April, did wittingly, Voluntarily, & Unnecessarily wholly Absent himself  
from y<sup>e</sup> publick Worship of God in said Deerfield, he y<sup>e</sup> said John during all the  
time aforesaid being able of Body and not otherwise necessarily prevented  
from attending said Worship. And altho y<sup>e</sup> same Worship was upheld maintained  
and attended upon by others there on all and every y<sup>e</sup> Sabbath or Lords Days  
in said Term which Neglect of y<sup>e</sup> said John of attending y<sup>e</sup> publick Worship as aforesaid  
is Contrary to the Law of this Province in that Case made and provided  
the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and Dignity. which



Which Presentment was made at a Court of General Sessions of y<sup>e</sup> peace holden at Springfield within and for y<sup>e</sup> County aforesaid on y<sup>e</sup> first Tuesday of May Anno Domini 1764. And Signed Salah Barnard Foreman. The said John now comes before y<sup>e</sup> Court being held by Recognizance for that purpose, and being put to plead he says he will not contend with y<sup>e</sup> King - Crayst be heard. The Court having heard y<sup>e</sup> said John y<sup>e</sup> Defendant and y<sup>e</sup> Attorney for y<sup>e</sup> King and weighed the several Matters Alledg<sup>d</sup>. Do Order that y<sup>e</sup> said John for his Offence being in the Opinion of y<sup>e</sup> Court one only) pay a fine of Ten shillings for y<sup>e</sup> Use of the poor in Deerfield aforesaid and Costs of this prosecution Tax at £1. 12. 2 Standing Committed &c. fine and Cost paid

vs  
Pulifer } The Grand Jurors of Our Sovereign Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath Present David Pulifer of Ware in y<sup>e</sup> said County of Hampshire Yeoman for that the said David at Brimfield in said County of Hampshire on the Twenty Ninth Day of March Last past with force and Arms did feloniously take and carry away One Chestnut Coloured Mare eight Year Old of the price of fifteen pounds y<sup>e</sup> property of John Tufft of Brookfield in the County of Worcester Yeoman contrary to y<sup>e</sup> Law of this Province in that Case made and provided the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and Dignity - Which said Presentment was made at a Court of General Sessions of y<sup>e</sup> peace held at Springfield within and for y<sup>e</sup> said County of Hampshire on y<sup>e</sup> last Tuesday of August Currant. And Signed Seth Pomroy Foreman. The said David being arraigned and set to y<sup>e</sup> Bar and put to plead to y<sup>e</sup> premises he says he is not guilty and thereof puts himself on y<sup>e</sup> Country. A Jury being sworn according to Law to try y<sup>e</sup> Issue &c. Return their Verdict therein and on their Oath say that the said David is guilty & they also say that they find the Value of y<sup>e</sup> same Mare is £12. the Court having considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said David be Whipped Twenty Stripes on his Naked Body and also that y<sup>e</sup> said David pay to y<sup>e</sup> said John Tufft thirty six pounds, it being Treble y<sup>e</sup> Value of y<sup>e</sup> said Mare, and Costs of prosecution tax at £1. 12. 2 & in Case y<sup>e</sup> said David be not able to pay to y<sup>e</sup> said John the said Sum of Thirty six pounds adjudged to him as aforesaid that then y<sup>e</sup> said John may dispose of y<sup>e</sup> said David in Service to any of his Majesty's Liege Subjects for y<sup>e</sup> space of five years from this Term of y<sup>e</sup> Court &c. And bind y<sup>e</sup> said David accordingly. the said David Standing Committed &c.

vs  
Worthington } The Grand Jurors of Our Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath Present William Worthington of Springfield in said County of Hampshire Gentleman for that y<sup>e</sup> said William at said Springfield on y<sup>e</sup> first Sabbath or Lord's Day in y<sup>e</sup> Month of August last past and also on y<sup>e</sup> first Sabbath or Lord's Day in y<sup>e</sup> Month of September last past and on all the other Sabbaths or Lord's Days in said Month of September and also on y<sup>e</sup> first Sabbath or Lord's Day in the Month of October last past and on all y<sup>e</sup> other Sabbaths or Lord's Days in said Month of October did Wittingly Voluntarily wilfully & Unnecessarily Absent himself from y<sup>e</sup> publick Worship of God. & y<sup>e</sup> said William during all y<sup>e</sup> times aforesaid or during all y<sup>e</sup> Months of August September and October aforesaid and on all y<sup>e</sup> said Sabbaths or Lord's Days in said Months being able of Body and not otherwise Necessarily prevented from attending the same and altho y<sup>e</sup> publick Worship of God was upheld maintained and attended upon by others in said Town during all y<sup>e</sup> Terms aforesaid - which



which Neglect of y<sup>e</sup> said William of attending y<sup>e</sup> publick Worship as aforesaid is  
Contrary to y<sup>e</sup> Law of this province in that Case provided y<sup>e</sup> peace of y<sup>e</sup> said Lord the  
King his Crown and Dignity. Which said presentment was made at a Court of Gene-  
ral Sessions of y<sup>e</sup> peace held at Northampton in said County on y<sup>e</sup> Second Tuesday  
of November Anno Domini 1763. and signed Salah Barnard Foreman. The  
said William being held &c and put to plead &c says he will not contend with  
the King. The Court having Considered of y<sup>e</sup> said William's Offence do Order that  
the said William pay a fine of 10<sup>s</sup> to y<sup>e</sup> Use of y<sup>e</sup> poor in Springfield afore-  
said & Costs of prosecution Taxed at 4<sup>s</sup> 6<sup>d</sup> Standing Comites &c fine & Cost paid

The Grand Jurors of Our Sovereign Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on { D<sup>r</sup> Mea  
their Oaths present Seth those of a place called Pembroke Farm (in no Town) but in { or  
the said County of Hampshire and Lying between the Town of Northfield and { Seth those  
the District of Montague Yeoman for that y<sup>e</sup> said Seth at said place called  
Pembroke Farm aforesaid on y<sup>e</sup> first Sabbath or Lords Day in y<sup>e</sup> Month of July  
last past and on all the other Sabbaths or Lords Days in y<sup>e</sup> said Month of July  
and also on the first Sabbath or Lords Day in y<sup>e</sup> Month of August last past and  
on all y<sup>e</sup> other Sabbaths or Lords Days in said Month of August and also on the  
first Sabbath or Lords Day in y<sup>e</sup> Month of September last and on all the other  
Sabbaths or Lords Days in said Month of September and also on the first Sab-  
bath or Lords Day in y<sup>e</sup> Month of October last past and on all the other Sabbaths  
or Lords Days in y<sup>e</sup> said Month of October, Willingly, Willingly, Willingly and Un-  
necessarily Absented himself from y<sup>e</sup> publick Worship of God &c the said Seth during  
all y<sup>e</sup> terms aforesaid and on all y<sup>e</sup> Sabbaths or Lords Days in said Terms at said  
place called Pembroke Farm being able of Body and not otherwise Necessarily pre-  
vented. And altho y<sup>e</sup> Publick Worship of God was Upheld and Maintained and  
attended by others on all y<sup>e</sup> Sabbaths or Lords Days in each and every of the said  
Months of July, August, September and October both in the said Town of  
Northfield and in y<sup>e</sup> said District of Montague so near to y<sup>e</sup> Dwelling of y<sup>e</sup>-  
said Seth at y<sup>e</sup> said Pembroke Farm that he could easily and conveniently have  
attended y<sup>e</sup> same in either of y<sup>e</sup> said Towns and that the said Seth's Neglect of  
attending y<sup>e</sup> publick Worship during y<sup>e</sup> Term aforesaid is Contrary to  
y<sup>e</sup> Law of this province in that Case provided y<sup>e</sup> peace of y<sup>e</sup> said Lord  
the King his Crown and Dignity. Which said Presentment was made  
at a Court of General Sessions of y<sup>e</sup> peace held at Northampton for said Coun-  
ty of Hampshire on y<sup>e</sup> Second Tuesday of November Anno Domini 1763. And  
signed Salah Barnard Foreman. The said Seth (being held &c) comes before the Court  
of y<sup>e</sup> said Lord y<sup>e</sup> King and being put to plead &c says he will not contend with  
the King the Court having Considered of y<sup>e</sup> said Seth's Offence do Order that he pay  
a fine of Ten Shillings to y<sup>e</sup> Use of y<sup>e</sup> said Lord y<sup>e</sup> King &c (the said Seth not living  
in any Town) And Costs of this prosecution Taxed at 4<sup>s</sup> 6<sup>d</sup> Standing Com-  
mites &c fine and Cost paid

Aaron Cott of Deerfield in said County of Hampshire Yeoman & Aaron Denis of Green { Aaron Denis  
field in said County Yeoman come here into Court in their proper persons and acknow- { these for  
ledge themselves to owe to our Sovereign Lord y<sup>e</sup> King y<sup>e</sup> sum following to wit { his wife  
the said Cott principal y<sup>e</sup> sum of five pounds & y<sup>e</sup> said Denis Surety y<sup>e</sup> sum of  
five



five pounds to be levied of their Goods Chattels Lands or Tenements and in want thereof upon their Bodies respectively by W<sup>te</sup> of y<sup>e</sup> said Lord y<sup>e</sup> King his Heirs or Successors in Case Default be made in performing y<sup>e</sup> Condition following. To Wit the Condition of this Recognizance is such that if Elizabeth y<sup>e</sup> Wife of y<sup>e</sup> said Aaron Scott shall make her personal Appearance at y<sup>e</sup> next Court of General Sessions of y<sup>e</sup> peace to be holden at Northampton in said County of Hampshire on the Second Tuesday of November next to Answer to Our Sovereign Lord y<sup>e</sup> King concerning certain Treasures Contempts and Offences presented against her the said Elizabeth and shall do and receive what by y<sup>e</sup> said Court shall be then and there enjoined her and not depart without leave then this Recognizance to be void otherwise not

Anna Stebbins } Anna Stebbins of Springfield in y<sup>e</sup> County of Hampshire comes here before y<sup>e</sup> Justices of Lord  
Confession for } the King and freely Confesses that she committed y<sup>e</sup> Crime of fornication in December  
nication } Anno Dom<sup>i</sup> 1705 and Submits herself to the Offense being Considered by y<sup>e</sup> said Justices  
it is Ordered that she pay a fine of Ten Shillings to be to his Majesty & Costs outstand-  
ing committed &c. paid

Elizabeth Dewey } Elizabeth Dewey of Westfield Widow of Moad Dewey comes here into Court and here  
Confession for } before y<sup>e</sup> Court freely Confesses that she committed y<sup>e</sup> Crime of fornication in August  
fornication } last past y<sup>e</sup> Court having Considered of her Offense do Order that she pay a fine of  
14/- to be to his Majesty &c. and Costs Standing committed &c. paid

Mehitabel Ashley } Mehitabel Ashley Wife of Aaron Ashley comes here into this Court and here freely Confes-  
Confession for } ses that she committed y<sup>e</sup> Crime of fornication in October last and Submits herself  
fornication } upon y<sup>e</sup> Grace of y<sup>e</sup> King y<sup>e</sup> Court having Considered of her Offense do Order that  
she pay a fine of Fourteen Shillings to be to y<sup>e</sup> King And Costs &c. Standing committed &c. paid

Eleanor Lafen } Eleanor Lafen of Westfield comes here into Court and freely confesses that she committed  
Confession for } the Crime of fornication in September last at Westfield And Submits herself to the Court  
fornication } having Considered of her Offense do Order that she pay a fine of 14/- to y<sup>e</sup> King &c. And  
Costs &c. Standing committed &c. paid

Eleanor Lafen } Eleanor Lafen of Westfield in y<sup>e</sup> said County of Hampshire comes before y<sup>e</sup> Court  
Commit or } of Our Lord y<sup>e</sup> King now here and complains and humbly Sheweth that on y<sup>e</sup> Twenty  
Stephens Wilcox } Second day of June last at Westfield aforesaid she was delivered of a male Bastard Child  
begotten on her Body by Stephen Wilcox of Westfield aforesaid man who is bound by  
his Recognizance to be here before your Honours which is now alive and whom she has  
at her own Charge Sustained ever since his birth and that the said Stephen has hitherto  
Refused and still Refuses to contribute any thing towards y<sup>e</sup> Support and Maintenance  
of y<sup>e</sup> said Child - The said Eleanor therefore humbly Supplicates y<sup>e</sup> Order of this Honourable  
Court charging him y<sup>e</sup> said Stephen with y<sup>e</sup> Maintenance of y<sup>e</sup> said Child with her  
Assistance - And y<sup>e</sup> said Stephen Wilcox (according to his Recognizance) comes into Court &  
being put to the oaths & premises he y<sup>e</sup> said Stephen says he is not y<sup>e</sup> father to y<sup>e</sup> said Bastard  
Child and ought not to be Charged with y<sup>e</sup> Maintenance thereof as aforesaid and of this  
prays y<sup>e</sup> Judgment of this Court. Thereupon y<sup>e</sup> Witnesses being called and sworn and Ex-  
amined touching y<sup>e</sup> premises and y<sup>e</sup> said parties fully heard by their Council Learned in the Law  
for that it seems to y<sup>e</sup> said Court y<sup>e</sup> y<sup>e</sup> said Eleanor ought to be allowed y<sup>e</sup> benefit of y<sup>e</sup> Law  
of this Province in this behalf made and provided. - It is Ordered that the said Eleanor  
may be sworn to declare under oath touching y<sup>e</sup> premises viz. y<sup>e</sup> aforesaid Charge and then  
upon y<sup>e</sup> said Eleanor being sworn she here declares before y<sup>e</sup> Court upon y<sup>e</sup> oath she has now  
taken that the said Stephen is y<sup>e</sup> father of y<sup>e</sup> said Bastard Child so begotten as aforesaid



It is thereupon adjudged that y<sup>e</sup> said Stephen is y<sup>e</sup> reputed Father of y<sup>e</sup> said Bastard Child  
whoyotten as aforesaid. And it is Ordered that y<sup>e</sup> said Stephen stand charged with y<sup>e</sup> Main-  
tenance of y<sup>e</sup> same Child together with y<sup>e</sup> expence of y<sup>e</sup> said Eleanor in the following  
manner and proportion to wit that he pay to y<sup>e</sup> said Eleanor for each Week from the  
said Twenty second Day of June aforesaid to y<sup>e</sup> end of y<sup>e</sup> first Quarter of a year then next  
following Two shillings & eight pence to be paid at y<sup>e</sup> end of y<sup>e</sup> said first Quarter. And that  
he pay to y<sup>e</sup> said Eleanor Quarterly that is to say at y<sup>e</sup> expiration of every Quarter of a  
year after y<sup>e</sup> said first Quarter shall be ended two shillings for each Week that shall  
happen in each of y<sup>e</sup> said Quarters after y<sup>e</sup> said first Quarter during y<sup>e</sup> Courts pleasure and  
Costs of this prosecution Taxed at 2s. 6d. And it is likewise Ordered by y<sup>e</sup> said Court  
that y<sup>e</sup> said Stephen bind himself with sufficient Surety to y<sup>e</sup> Town Treasurer of y<sup>e</sup> said  
Westfield in y<sup>e</sup> sum of fifty pounds to save y<sup>e</sup> said Town harmless touching y<sup>e</sup> Main-  
tenance of y<sup>e</sup> said Bastard Child. And that he give bond to y<sup>e</sup> said Eleanor with suffi-  
cient Surety in y<sup>e</sup> sum of fifty pounds to secure to y<sup>e</sup> said Eleanor y<sup>e</sup> several payments  
adjudged as aforesaid. Standing committed till sentence be performed.

Pursuant to a Warrant under y<sup>e</sup> hands of y<sup>e</sup> Select Men of Sunderland bearing Date the  
Seventh Day of August Current (now brought here and Received) Benjamin Knights  
Patience Knights his Wife on y<sup>e</sup> Thirteenth Day of said August were warned to Depart  
from said Sunderland by Solomon Gould Constable as by y<sup>e</sup> Warrant and Return  
on file appears. Sunderland  
Caution

Pursuant to y<sup>e</sup> Warrant of y<sup>e</sup> Select Men of Palmer under their hands & seals (and now  
brought here and Received) Moses Pinny on y<sup>e</sup> fourth Day of April last past was warned  
to Depart from said Palmer by John W. Matter Constable as by y<sup>e</sup> Warrant and  
return on file appears. Palmer  
Caution

Pursuant to a Warrant under y<sup>e</sup> hands of y<sup>e</sup> Select Men of y<sup>e</sup> District of Palmer (and  
now brought here and received) Archibald Thomas and Elizabeth his Wife on y<sup>e</sup> Seventh  
Day of May last past were warned to Depart from said Palmer by Patrick Smith  
Constable as by said Warrant and Return on file appears. Idem  
Caution

Pursuant to a Warrant of y<sup>e</sup> Select Men of Palmer under their hands & seals bear-  
ing Date August y<sup>e</sup> 21<sup>st</sup> 1763 (now brought here and received) Ruth Ewins Widow  
on y<sup>e</sup> same 21<sup>st</sup> Day of August was warned to Depart forthwith from said Pal-  
mer by John W. Matter Constable as by said warrant & return on file appears. Idem  
Caution

Pursuant to a Warrant under y<sup>e</sup> hands of y<sup>e</sup> Select Men of Hatfield bearing Date y<sup>e</sup>  
Seventh Day of May last (now brought here and Received) Diadama Wood on the  
Eighth Day of said May was warned to Depart from said Hatfield by John Morton  
Constable as on file appears by said Warrant & Return. Hatfield  
Caution

Pursuant to Warrant under y<sup>e</sup> hands of y<sup>e</sup> Select Men of Hadley bearing Date the Twen-  
tieth Day of June last (now brought here and Received) Charity Raymond Widow  
Bartholmew Raymond, William Bennet, Tom Negro & Abitha his wife on the same  
Twentieth Day of June were warned to Depart from said Hadley by Noah Cook  
Constable as by said Warrant and return on file appears. Hadley  
Caution

Pursuant to a Warrant under y<sup>e</sup> hands of y<sup>e</sup> Select Men of Deerfield bearing Date  
the Twenty fifth Day of January last (now brought here and Received) Mary Thendal  
Widow, John Thendal, Mahitabel Thendal his Wife John Thendal Jun<sup>r</sup> David  
Thendal Luke Thendal Oliver Thendal and Rebecca Thendal Children of the  
said John & Mahitabel on y<sup>e</sup> 15<sup>th</sup> Day of May last were warned to Depart from  
said Deerfield by Jonathan Hoit Jun<sup>r</sup> Constables as by said Warrant and  
Return on file appears. Deerfield  
Caution



4  
Deerfield Pursuant to a Warrant of Select Men of Deerfield under their hands bearing  
Caution Date y<sup>e</sup> Twenty third Day of March last now brought here and  
Received Mary Marble Widow and her son Abner Marble on the  
thirty first Day of June March were warned to Depart from said  
Deerfield by Zadock Hawks Constable as by y<sup>e</sup> said Warrant and re-  
turn on file appears

Springfield Pursuant to a Warrant of Select Men of Town of Springfield under their hands bearing  
Caution Date y<sup>e</sup> Thirtieth Day of July last past now brought here and Received Isaac Buntle  
was warned to Depart & leave said <sup>town</sup> on y<sup>e</sup> Twente fifth Day of August Current by  
Benjamin Jones Jun<sup>r</sup> Constable Also on y<sup>e</sup> same Twente fifth Day of August Eli-  
jah Wadkinsby Virtue of y<sup>e</sup> aforesaid Warrant was warned to Depart from said Spring-  
field by Isaac Morgan Constable which warning aforesaid will appear by  
the warrant and return on file

Greenwich Pursuant to a Warrant Under y<sup>e</sup> hands of y<sup>e</sup> Select Men of Greenwich bearing Date Octo<sup>r</sup>  
Caution the Twente fifth Anno Dom<sup>i</sup> 1757 / and presented July y<sup>e</sup> 9<sup>th</sup> by and Received Martha  
Bridges Widow & Samuel Bridgerson by said Martha on y<sup>e</sup> first Day of November  
Anno Dom<sup>i</sup> 1757 were warned to Depart from said Greenwich by Ephraim Hunt  
Constable as will appear by said Warrant and Return on file.

Suttonbury  
petition by  
Jonas Lock  
y<sup>e</sup> Agent } Jonas Lock Agent for y<sup>e</sup> Town of Shutesbury by his petition now presented humbly shew-  
ing that the said Town of Shutesbury is subjected unto very great and Uncommon Charges  
by Reason of three publick Roads laid out by y<sup>e</sup> County through the said Town that  
in their present feeble State y<sup>e</sup> said Town is altogether unable to put and keep the  
said Roads amounting with their Neighbory Town Roads already laid out and repairing  
above forty miles in good Repair for y<sup>e</sup> Accommodation of Travellers as they would  
otherwise desire that but very few of his Majesty's Subjects <sup>make</sup> any Use of y<sup>e</sup> Northmost  
of y<sup>e</sup> said publick Roads. And that y<sup>e</sup> benefit arising unto y<sup>e</sup> publick or unto the  
Individuals who make Use of y<sup>e</sup> said Road does by no means Countervail y<sup>e</sup> Cost  
and Expence thereof to your petitioners. That therefore your petitioners y<sup>e</sup> said Town  
of Shutesbury most humbly supplicate your Honor that y<sup>e</sup> said most Northmost  
Road may be discontinued. Or otherwise that if in your Wisdom you shall not  
think fit to grant a Discontinuance thereof that you would in your Goodness make  
an Alteration in y<sup>e</sup> said Road whereabout it crosses y<sup>e</sup> Town Road leading from Shutes-  
bury Meeting house to Twinfield agreeable to a printed line delineated on a plan of  
the said Road which accompanies this our petition whereby y<sup>e</sup> Distance of y<sup>e</sup> Way  
will be a good deal shortned and a much better Road provided and with much less  
Expence to your petitioners. And as in Duty &c. Ordered that Aaron Good of Ervin-  
shire be Notified of y<sup>e</sup> above petition at y<sup>e</sup> Charge of y<sup>e</sup> petitioners that he shew  
cause if any he has at y<sup>e</sup> Next term of this Court why y<sup>e</sup> prayer thereof should not  
be granted likewise ordered that y<sup>e</sup> above petition be till y<sup>e</sup> said Next term for  
further Consideration.

Eliza Potter  
Petition } Eliza Potter of Hadley Gentleman brings here into Court his petition humbly shew-  
ing that in Transporting Goods and Merchandize up and down Connecticut River  
there is great need of a publick Road or Carrying place by y<sup>e</sup> Great Falls / so called / in  
south



South Hadley in y<sup>e</sup> County aforesaid that there is no Town or County Road leading  
by y<sup>e</sup> same that there is a Private Road now used by y<sup>e</sup> inhabitants of said South  
Hadley for y<sup>e</sup> purposes above mentioned which is y<sup>e</sup> only Road by which Goods  
can be transported by y<sup>e</sup> said Falls, and that as y<sup>e</sup> District of South Hadley afore-  
said have hitherto Neglected and Refused to Lay out a District Road by y<sup>e</sup> said Falls  
and still do neglect it your petitioner therefore humbly prays that a Committee may  
may be appointed to Lay out a publick or County Road by y<sup>e</sup> aforesaid Falls where  
it shall be judged most for y<sup>e</sup> publick Benefit. And also that a County Road may  
be laid from y<sup>e</sup> Country Road leading from South Hadley Meeting house to Spring  
field to such Road as may be laid as aforesaid in y<sup>e</sup> aforesaid place called y<sup>e</sup> Fall Woods  
and as in Duty &c. Read and Ordered that y<sup>e</sup> select Men of y<sup>e</sup> District of South Hadley  
be Notified of y<sup>e</sup> foregoing prayer of y<sup>e</sup> said Elipha Porter that y<sup>e</sup> Inhabitants  
of y<sup>e</sup> said District may have Opportunity at y<sup>e</sup> Next Term of y<sup>e</sup> said Court, if they see  
Cause to be heard touching y<sup>e</sup> premises and to Offer their Reasons wherefore the  
same Prayer should not be Granted. And y<sup>e</sup> Petition is Continued According to y<sup>e</sup>

John Ingersoll Gentleman, John Moseley Gentleman and Samuel Noble Yeoman select Men  
for y<sup>e</sup> Town of Westfield bring their Petition into this Court humbly shewing  
that Whereas there is a County Road Laid out by Order of y<sup>e</sup> Court of Sessions across  
the Town from y<sup>e</sup> foot of Sodom Mountain / so called / and from Granville Bounds  
across to Suffield which Leads across y<sup>e</sup> Neck of Congamunk Pond, & so across the East  
Mountain to West Suffield, and your Memorialist being Apprehensive that the said  
Road is of little Advantage to y<sup>e</sup> publick and it being at y<sup>e</sup> Extreme part of y<sup>e</sup> Town  
that the people must be sent six or seven Miles to make and Repair said Road as it  
may be wanting from time to time, do esteem it a heavy burden upon the Town  
and more especially since y<sup>e</sup> honourable Court has Ordered another County Road  
from y<sup>e</sup> foot of said Sodom Mountain and running a little more Northward to a both  
in y<sup>e</sup> East Mountain which we Apprehend will be much more for y<sup>e</sup> publick  
Benefit of Traveling both to Springfield and to Suffield if any teams go Loaded. &  
for y<sup>e</sup> Town to maintain two County Roads so near together we do Apprehend it  
a Grievance Wherefore your petitioners humbly pray that your Honors would take  
into your wise Consideration and Discontinue y<sup>e</sup> most Southerly Road that crosses  
the Neck of y<sup>e</sup> Pond from Granville to Suffield. As in Duty &c. Read and Ordered that  
the petition Lie till y<sup>e</sup> next Term of this Court for the Courts further Consideration  
and Order thereon

The Committee appointed at y<sup>e</sup> Last Term of this Court to view y<sup>e</sup> Ground where the Committee  
had Laid y<sup>e</sup> High way from Southampton to Springfield and such other Ground as those  
who Oppose y<sup>e</sup> Acceptance & Confirmation of y<sup>e</sup> said Committee doing therein now bring  
their Report into this Court in these words to wit. We the Subscribers on the 16<sup>th</sup> day  
of July 1764 went to Southampton Mr. Williams Circumstances were such he was  
not able to Accompany us We met with those persons who were in favour of y<sup>e</sup>  
Acceptance of y<sup>e</sup> aforesaid Way as also a Committee of y<sup>e</sup> Town who Opposed  
the same, all parties agreed that We should proceed to y<sup>e</sup> view and that they were  
willing to abide Our Determination in Case we agreed We then began at the  
Meeting house and Carefully viewed y<sup>e</sup> way laid by y<sup>e</sup> Court Committee until  
it came near Springfield Mountain then We began near where Van Horns Road / so  
called / crosses Broad Brook & crossed y<sup>e</sup> Brook in said Road then proceeded Northwesterly



5 Is a Fine Stub and Stones by Westfield Road which is Springfield Northwest Corner then Westerly in a cut Road over White Loaf hills to a Town Road then in said Road till it come to y<sup>e</sup> Country Road near y<sup>e</sup> Meeting house and we are clearly of Opinion that y<sup>e</sup> Last Described way is much y<sup>e</sup> best Ground for a Road both for Riding and Carriages and it is One hundred and twenty four Rods shorter than y<sup>e</sup> Way laid by y<sup>e</sup> Committee. Signed Oliver Partridge Ebenezer Hunt The above Report being Read & heard Ordered that it lie till y<sup>e</sup> Next Term of this Court for further Consideration &c. The said Oliver Partridge & Ebenezer Hunt now

Partridge & Ebenezer Hunt's Account allowed Present their Accounts of Charge in viewing y<sup>e</sup> aforesaid Ways to wit the said Oliver Charge two Days in viewing and Expenses 14/ y<sup>e</sup> said Ebenezer two Days in viewing and Expenses 14/ which said Accounts being Examined Ordered that y<sup>e</sup> same be paid out of y<sup>e</sup> County Treasury to y<sup>e</sup> said Oliver and Ebenezer & that an Order be made accordingly &c. The entry respecting these accounts was made by mistake of Ebenezer Clark both accounts on file & allowed at y<sup>e</sup> next Term

Timothy Dwight's Account allowed Timothy Dwight Jun<sup>r</sup> of Northampton Esq<sup>r</sup> brings here into this Court his Acc<sup>t</sup> in y<sup>e</sup> words following to wit County of Hampshire to Timothy Dwight Jun<sup>r</sup> Esq<sup>r</sup> July 7/64 I paid for 26<sup>th</sup> & 902<sup>n</sup> of flax 17/8 for procuring the flax 1/4 for making it into a Rope of amounting in y<sup>e</sup> whole to y<sup>e</sup> sum of £4 8 and prays that the same may be allowed and an Order for y<sup>e</sup> payment of y<sup>e</sup> same. And this Court having Examined y<sup>e</sup> said Account do Order that y<sup>e</sup> said sum of £4 8 be paid out of y<sup>e</sup> County Treasury of this County to y<sup>e</sup> said Timothy and that an Order be made accordingly &c. Order M<sup>d</sup> Sep<sup>r</sup> 3<sup>d</sup> 1764

Innholders &c. Samuel Brewer of No 15 is licensed to be an Innholder Retailer & Common Victuallar in his house there for one year Next ensuing & he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £10 with Sureties viz Nathaniel Dwight & David Brewer in the sum of £5 each to keep good Rule and Order in his house and duly to observe the Laws made for y<sup>e</sup> Regulation of such houses. & he here also Recognizes to the King as principal in y<sup>e</sup> sum of £50 with y<sup>e</sup> same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required

Jonathan Clap of Northampton is licensed to be an Innholder Retailer and Common Victuallar in his house there for one year next ensuing and he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £10 with Sureties viz Ezra Clark and William Lyman in the sum of £5 each to keep good Rule and Order in his house and duly to observe the Laws made for y<sup>e</sup> Regulation of such houses. And he here also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £50 with y<sup>e</sup> same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required

Ezra Clark of Northampton is licensed to be an Innholder Retailer & Common Victuallar in his house there for one year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £10 with Sureties viz William Lyman and Jonathan Clap in y<sup>e</sup> sum of £5 each to keep good Rule and Order in his house and duly to observe the Laws made for y<sup>e</sup> Regulation of such houses. And he also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £50 with y<sup>e</sup> same Sureties abovenamed in Twenty five pounds each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required



William Lyman of Northampton is Licensed to be an Innholder in his house there as also a Retailer and Common Victualler for one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Jonathan Clay and Ezra Clark in y<sup>e</sup> Sum of £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to the King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required.

Elias Lyman of Northampton is Licensed to be an Innholder Retailer & Common Victualler in his house there for one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Moses Warner and Alexander Smith in the Sum of £5 each to keep good Rule and Order in his house and duly to observe the Laws made for y<sup>e</sup> Regulation of such houses. And he also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required.

Moses Warner of Amherst is Licensed to be an Innholder Retailer & Common Victualler in his house there for one year Next Ensuing. He Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Elias Lyman & Alexander Smith in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for the Regulation of such houses. He also Recognizes as principal to y<sup>e</sup> King in y<sup>e</sup> Sum of £50 with y<sup>e</sup> same Sureties abovenamed in y<sup>e</sup> Sum of £25 each to keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required.

Alexander Smith of Amherst is Licensed to be an Innholder Retailer and Common Victualler in his house in said Amherst for one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Elias Lyman and Moses Warner in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in the Sum of £50 with y<sup>e</sup> same Sureties abovenamed in the Sum of £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required.

Sauheus Crocker of Shutesbury is Licensed to be an Innholder Retailer and Common Victualler in his house there for one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz John Kellogg and John Smith in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in the Sum of £50 with y<sup>e</sup> same Sureties abovenamed in y<sup>e</sup> Sum of £25 each to keep and Render the Duties and pay y<sup>e</sup> Duties by Law Required.

John Kellogg of Andover is Licensed to be an Innholder Retailer and Common Victualler in his house there for y<sup>e</sup> term of one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Sauheus Crocker and John Smith in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with the same Sureties abovenamed in £25 each to Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law Required.

John Smith of South Hadley is Licensed to be an Innholder Retailer and Common Victualler in his house there for one year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz Sauheus Crocker and John Kellogg in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required.



6 John Downing of Ware is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as Principal in the Sum of £10 with Sureties viz. Benjamin Mirith & Jonathan Rogers in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for the Regulation of such houses. he also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with the same Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and to pay the Duties by Law Required

Benjamin Mirith of Brimfield is licenced to be an Innholder Retailer & Common Victualler in his house there for y<sup>e</sup> Sum of One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz. John Downing and Jonathan Rogers in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for the Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> afore-  
said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required

Jonathan Rogers of Ware is licenced to be an Innholder Retailer & Common Victualler in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. John Downing and Benjamin Mirith in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> afore-  
said Sureties in the Sum of £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required.

Martin Phelps of Northampton is licenced to be a Retailer of spirituous Liquors out of his house there to be sent out of Doors only for y<sup>e</sup> year next ensuing. And Joseph Hawley Esq. Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz. Timothy Dwight Esq. and Nathaniel Dwight in £5 each on Condition that y<sup>e</sup> said Martin keep good Rule and Order in his <sup>house</sup> and Duty to Observe y<sup>e</sup> Laws made Respecting persons licenced to sell out of Doors only. And y<sup>e</sup> said Joseph Hawley also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> afore-  
said Sureties in £25 each Conditioned y<sup>t</sup> y<sup>e</sup> said Martin do keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Nathaniel Pease of Mansford is licenced to be an Innholder Retailer and Common Victualler in his house there for One year next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Samuel Clark & Ebenezer Pomeroy in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> afore-  
said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Samuel Clark of Northampton is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Nathaniel Pease and Ebenezer Pomeroy in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts & to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Ebenezer Pomeroy of Hadley is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next ensuing. & he Recognizes to y<sup>e</sup> King as principal in the sum of £10 with Sureties viz. Nathaniel Pease and Samuel Clark in £5 each to keep good Rule & Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> abovenamed Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duty by Law Required

Noah Morgan of Brimfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £10 with Sureties viz. James Grou and Samuel Fairfield in £5 each



to keep good Rule and Order, and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of  
such houses. He also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup>  
Sureties abovenamed in £25 each to keep and Render y<sup>e</sup> Accounts and pay the Duty  
the Law Requires ~

James Grow of Monson is licensed to be an Innholder Retailer & Common Victualler  
in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as  
principal in y<sup>e</sup> Sum of £10 with Sureties <sup>viz</sup> Noah Morgan & Samuel Fairfield in y<sup>e</sup> Sum of £5 each to keep good  
Rule and Order in his house. & Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation  
of such houses. He also Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £50 with y<sup>e</sup> Sureties above  
named in £25 each to keep and Render y<sup>e</sup> Accounts & to pay y<sup>e</sup> Duty y<sup>e</sup> Law Requires ~

Samuel Fairfield of Hatfield is licensed to be an Innholder Retailer & Common Victualler in  
his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in  
in £10 with Sureties viz Noah Morgan and ~~James Grow~~ <sup>James Grow</sup> in £5 each to keep good  
Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation  
of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> above-  
named Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duty  
by Law Required ~

Jeremiah Powers of Greenwich is licensed to be an Innholder Retailer and Common  
Victualler in his house there for One Year Next Ensuing. And he Recognizes to the King  
as principal in £10 with Sureties viz John Knox and Benjamin Loomis in £5 each  
to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for the  
Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with  
the abovenamed Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay the  
Duty by Law required ~

John Knox of Blandford is licensed to be an Innholder Retailer and Common Victu  
aller in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as  
principal in £10 with Sureties viz Jeremiah Powers and Benjamin Loomis in y<sup>e</sup>  
Sum of £5 each to keep good Rule and Order in his house and Duty to Observe the  
Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as prin  
cipal in £50 with y<sup>e</sup> aforesaid Sureties in £25 <sup>each</sup> to keep and Render y<sup>e</sup> Accounts and  
to pay y<sup>e</sup> Dutys by Law Required ~

Benjamin Loomis <sup>of Westfield</sup> is licensed to be an Innholder Retailer and Common Victualler in  
his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal  
in £10 with Sureties viz Jeremiah Powers and John Knox in £5 each to keep good  
Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such  
houses. He further Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties  
in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duty y<sup>e</sup> Law Requires ~

Samuel How of Belchertown is licensed to be an Innholder Retailer and Common Victu  
aller in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as prin  
cipal in £10 with Sureties viz Barret Phelps and Josiah Lyman in £5 each to keep  
good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation  
of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with <sup>the</sup> Sureties abovenamed  
in £25 to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duty by Law Required ~

Barret Phelps of Belchertown is licensed to be an Innholder Retailer and Common Victu  
aller in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as  
principal in £10 with Sureties viz Samuel How and Josiah Lyman in £5 each



7 to keep good Rule and Order in his house And Duty to Observe the Laws made for  
Barrel } the regulation of such houses. He also Recognizes to y<sup>e</sup> King in £50 with the be-  
Peeps } fore named Sureties in £25 each to keep and Render y<sup>e</sup> Accounts & to pay the Duty  
the Law requires ~

Israel } Israel Hubbard of Sunderland is licenced to be an Innholder Retailer and Common  
Hubbard } Victualler in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King  
as principal in £10 with Sureties viz Seth Catlin and Asa Fish in the Sum of £5  
each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws  
made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as  
principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and  
and Render the Accounts and to pay y<sup>e</sup> Duty by Law Required ~

Seth } Seth Catlin of Deerfield is licenced to be an Innholder Retailer and Common Victualler in his  
Catlin } house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup>  
Sum of £10 with Sureties viz Israel Hubbard and Asa Fish in £5 each to keep good  
Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regula-  
tion of such houses. He also Recognizes as principal to y<sup>e</sup> King in £50 with the  
same Sureties above named in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup>  
Duties y<sup>e</sup> Law Requires ~

Asa } Asa Fish of South Brimfield is licenced to be an Innholder Retailer and Common Victu-  
Fish } aller in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King  
as principal in £10 with Israel Hubbard and Seth Catlin Sureties in £5 each to keep  
good Rule and Order in his house & Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation  
of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties  
in £25 each to keep y<sup>e</sup> Accounts and Render y<sup>e</sup> same and to pay y<sup>e</sup> Duty by Law required

David } David Field of Deerfield is licenced to be a Retailer of Spirituous Liquors out of his house there  
Field } to be spent out of Doors only for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as  
principal in £10 with Sureties viz John Cowls and Edward Bond in £5 each to keep  
good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws Respecting persons licenced  
to sell out of Doors only. He also Recognizes as principal to y<sup>e</sup> King in £50 with the  
aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the  
Law Requires ~

John } John Cowls of Belcherstown is licenced to be a Retailer of Spirituous Liquors out of his  
Cowls } house there to be spent out of Doors only for One Year Next Ensuing. And he Recognizes  
to y<sup>e</sup> King as principal in £10 with Sureties viz David Field and Edward Bond in the  
Sum of £5 each to keep good Rule and Order in his house and Duty to Observe the Laws  
made respecting persons licenced to sell out of Doors only. He also Recognizes to the  
King as principal in £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render the  
Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires ~

Edward } Edward Bond of Brimfield is licenced to be a Retailer of Spirituous out of his house there  
Bond } to be spent out of Doors only for One Year Next Ensuing. He Recognizes to y<sup>e</sup> King as prin-  
cipal in £10 with David Field and John Cowls Sureties in £5 each to keep good Rule  
and Order in his house and Duty to Observe y<sup>e</sup> Laws Respecting persons licenced to sell out  
of Doors only. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> said David  
Field and John Cowls Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to  
pay y<sup>e</sup> Duties by Law Required ~



Samuel Hunt of Northfield is licensed to be an Innholder Retailer and Common Victualler in his house therefor One Year Next ensuing. And he Recognizes to y<sup>e</sup> Thing as { Samuel  
principal in £10 with Sureties viz James Ball and David Hoit in £5 each to keep { Hunt  
good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regu-  
lation of such houses. And he further Recognizes to y<sup>e</sup> Thing as principal in £50  
with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay  
the Duties the Law Requires

James Ball of Warwick is licensed to be an Innholder Retailer and Common Victu- { James  
aller in his house therefor One Year Next ensuing. And he Recognizes to y<sup>e</sup> Thing as prin- { Ball  
cipal in £10 with Samuel Hunt and David Hoit Sureties in £5 each to keep good Rule  
and Order in his house and Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such  
houses. He also Recognizes to y<sup>e</sup> Thing as principal with the abovenamed Sureties to wit  
the said James as principal in £50 and y<sup>e</sup> said Samuel and David as Sureties in £25  
each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

David Hoit of Deerfield is licensed to be an Innholder Retailer & Common Victualler in { David  
his house therefor One Year Next ensuing. And he Recognizes to y<sup>e</sup> Thing as principal { Hoit  
in £10 with Samuel Hunt and James Ball Sureties in £5 each to keep good Rule &  
Order in his house and Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such hom-  
es. He also Recognizes to y<sup>e</sup> Thing as principal in £50 with y<sup>e</sup> said Sureties in £25 each  
to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required

Oliver Partridge Esq<sup>r</sup> of <sup>Northfield</sup> is licensed to be a Retailer of Spirituous Liquors out of his shop { Oliver  
there to be spent out of Doors only, for One Year Next ensuing. And he Recognizes to y<sup>e</sup> { Partridge  
Thing as principal in £10 with William Day & Elisha Parks Sureties in £5 each to { Esq<sup>r</sup>  
keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws respecting persons  
licensed to sell out of Doors only. He also Recognizes to y<sup>e</sup> Thing as principal in £50 with  
the aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties  
the Law Requires

William Day of Westfield is licensed to be a Retailer of Spirituous Liquors out of his { William  
house there to be spent out of Doors only for One Year Next ensuing. And he Recognizes { Day  
to y<sup>e</sup> Thing as principal in £10 with Oliver Partridge Esq<sup>r</sup> and Elisha Parks Sureties  
in £5 each to keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws ref-  
pecting persons licensed to sell out of Doors only. He also Recognizes to y<sup>e</sup> Thing as prin-  
cipal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render the Accounts  
and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires

Elisha Parks of Westfield is licensed by this Court to be a Retailer of Spirituous Liquors { Elisha  
out of his house there to be spent out of Doors only for y<sup>e</sup> space of One Year Next ensu- { Parks  
ing. And he Recognizes to y<sup>e</sup> Thing as principal in £10 with Oliver Partridge Esq<sup>r</sup> and  
William Day Sureties in £5 each to keep good Rule and Order in his house and  
Duty to observe y<sup>e</sup> Laws respecting persons licensed to sell out of Doors only. He also  
Recognizes to y<sup>e</sup> Thing as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to  
keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

Jonathan Phelps of Northampton is licensed to be a Retailer of Spirituous Liquors out of his { Jonathan  
house there to be spent out of Doors only for One Year Next ensuing. And he Recognizes { Phelps  
to y<sup>e</sup> Thing as principal in £10 with John Russell and Lucius Doolittle Sureties in £5 each  
to keep good Rule and Order in his house and to observe y<sup>e</sup> Laws respecting persons licensed to  
sell out of Doors only. He also Recognizes to y<sup>e</sup> Thing as principal in £50 with the said  
Sureties in £25 each to keep and Render y<sup>e</sup> Accounts & to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires



John Russell of Deerfield is licensed by this Court to be a Retailer of spirituous Liquor out of his house there to be spent out of Doors only for One year Next ensuing and John Russell recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Jonathan Phelps Russell and Lucius Doolittle in £5 each to keep good Rule and Order <sup>in his house</sup> and Duty to observe the Laws made for such licensed persons. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render the Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Lucius Doolittle of Northfield is licensed to be a Retailer of spirituous Liquor out of his house there to be spent out of Doors only, for One year Next ensuing. And he Recognizes to the King as principal in £10 with Jonathan Phelps and John Russell Sureties in £5 each to keep good Rule and Order <sup>in his house</sup> and Duty to observe the Laws Respecting such licensed persons. He also Recognizes to y<sup>e</sup> King as principal in £50 with the aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay the Duties the Law Requires

Eleazer Burt of Northampton is licensed to be a Retailer of spirituous Liquor out of his house there to be spent out of Doors only, for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz John Clary and Silent Wilde in £5 each to keep good Rule and Order in his house and Duty to observe the Laws Respecting such licensed persons. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> above named Sureties in £25 each to keep and Render the Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

John Clary of Sunderland is licensed to be a Retailer of spirituous Liquor out of his house there to be spent out of Doors only, for One year Next ensuing. And he Recognizes with Sureties to y<sup>e</sup> King to wit y<sup>e</sup> said John as principal in y<sup>e</sup> sum of £10 and the said Sureties viz Eleazer Burt and Silent Wilde in £5 each Conditioned that y<sup>e</sup> said John keep good Rule and Order in his house and observe y<sup>e</sup> Laws Respecting such licensed persons. He also Recognizes to y<sup>e</sup> King as principal in £50 with the aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

Silent Wilde of Shutesbury is licensed by this Court to be a Retailer of spirituous Liquor out of his house there to be spent out of Doors only for y<sup>e</sup> Term of One year Next ensuing And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Eleazer Burt & John Clary in £5 each to keep good Rule and Order <sup>in his house</sup> and to observe the Laws Respecting such licensed persons. He also Recognizes to y<sup>e</sup> King as principal in £50 with the above named Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay the Duties by Law Required

License is granted to William Rogers of Greenwich to be an Innholder Retailer & Common Victualler in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Thomas French and Jonathan Shepherd in £5 each to keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws made for the Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Thomas French of Deerfield is licensed to be an Innholder Retailer & Common Victualler in his house there for One year Next ensuing. Who Recognizes to y<sup>e</sup> King as principal in the sum of £10 with William Rogers and Jonathan Shepard Sureties in £5 to keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws Respecting such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render the Accounts and to pay the Duties y<sup>e</sup> Law Requires



Jonathan Shepard of Westfield is Licensed to be an Innholder Retailer & Common Victualler in his house there for One Year Next Ensuving. Who Recognizes to y<sup>e</sup> King as principal in £10 with William Rogers and Thomas French Sureties in £5 each to keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Benjamin Supper of Chertseyfield is Licensed to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuving. Who Recognizes to y<sup>e</sup> Lord y<sup>e</sup> King as principal in £10 with Sureties viz Daniel Fowler and Shabod Lee in £5 each to keep good Rule and Order in his house and to observe y<sup>e</sup> Laws made for the Regulation of such houses. He also Recognizes to y<sup>e</sup> said Lord y<sup>e</sup> King as principal in £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render the Accounts and to pay y<sup>e</sup> Duties the Law Requires.

Daniel Fowler of Westfield is Licensed to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuving. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Benjamin Supper and Shabod Lee in the sum of £5 each to keep good Rule and Order in his house. <sup>He also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the Law Requires.</sup>

Shabod Lee of Westfield is Licensed to be an Innholder Retailer and Common Victualler in his house there. And he Recognizes to y<sup>e</sup> King as principal in the sum of £10 with Sureties viz Benjamin Supper and <sup>Daniel Fowler</sup> ~~Shabod Lee~~ in £5 each to keep good Rule and Order in his house during y<sup>e</sup> Term for which he is Licensed to wit One Year Next Ensuving and Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties by Law Required.

Elisha Hubbard of Hatfield is Licensed to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuving. And James Porter Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £10 with Sureties viz Ezra Clap and Fellows Billing in £5 each <sup>that y<sup>e</sup> said Elisha</sup> to keep good Rule and Order in his house and Duty to observe the Laws made for y<sup>e</sup> Regulation of such houses. The said James also Recognizes to the King as principal in £50 with said Sureties in £25 each that y<sup>e</sup> said Elisha keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Elijah Dickinson of Hatfield is Licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors only for One Year Next Ensuving. And James Porter Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Ezra Clap and Fellows Billing in £5 each that said Elijah keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws Respecting persons Licensed to sell out of Doors only y<sup>e</sup> said James also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each that said Elijah keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Mary Pieler of Deerfield is Licensed to be an Innholder Retailer and Common Victualler in her house there for One Year Next Ensuving. And Thomas French Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz David Ait and Joseph Root in £5 each that y<sup>e</sup> said Mary keep good Rule and Order in her house and Duty to observe y<sup>e</sup> Laws made for the Regulating such houses. y<sup>e</sup> said Thomas also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each for y<sup>e</sup> said Marys keeping and Rendering the Accounts and paying y<sup>e</sup> Duties y<sup>e</sup> Law Requires.



9 Joseph Root of Montague is Licensed by this Court to be an Innholder Retailer and  
Joseph Common Victualler in his house there for One year Next ensuing. And he Recogni-  
Root to the thing as principal in £10 with Sureties viz Fellows Billing and Thomas  
Dish in £5 each to keep good Rule and Order in his house and Duty to Observe the  
Laws made for y<sup>e</sup> Regulation of such houses he also Recognizes to y<sup>e</sup> thing as  
principal in £50 with y<sup>e</sup> Above named Sureties in £25 each to keep and Render y<sup>e</sup>  
Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Fellows Billing of Sunderland is Licensed to be an Innholder Retailer and Common  
Billing Victualler in his house there for One year Next ensuing. And he Recognizes to the  
thing as principal in £10 with Sureties viz Joseph Root and Thomas Dish in y<sup>e</sup>  
Sum of £5 each to keep good Rule and Order in his house and Observe the Laws  
made for Regulating such houses. He also Recognizes to y<sup>e</sup> thing as principal in  
£50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and pay the  
Duties y<sup>e</sup> Law Requires

Thomas Dish of Pelham is Licensed by this Court to be an Innholder Retailer and  
Dish Common Victualler in his house in said Pelham for One year Next ensuing. And  
he Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz Joseph Root and  
Fellows Billing in £5 each to keep good Rule and Order in his house and Duty  
to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he further Recognizes  
to y<sup>e</sup> thing as principal in £50 with said Sureties in £25 each to keep and Ren-  
der y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

Erra Clap of Westfield is Licensed to be an Innholder Retailer and Common Victu-  
Clap aller in his house there for One year Next ensuing. And he Recognizes to y<sup>e</sup> thing  
as principal in £10 with Sureties viz John Ingerfoll and Isaac Mixer in £5 each  
to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made  
for Regulating such houses. He also Recognizes to y<sup>e</sup> thing as principal in  
£50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to  
pay y<sup>e</sup> Duties y<sup>e</sup> Law requires in such Case

John Ingerfoll of Westfield is Licensed to be an Innholder Retailer and Com-  
Ingerfoll mon Victualler in his house there for One year Next ensuing And he Recogn-  
izes to y<sup>e</sup> thing as principal in £10 with Sureties viz Erra Clap and Isaac  
Mixer in £5 each to keep good Rule and Order in his house and Duty to Observe  
the Laws Respecting such houses. He y<sup>e</sup> said John also Recognizes to y<sup>e</sup> thing as  
principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts  
and to pay y<sup>e</sup> Duties which y<sup>e</sup> Law Requires in such Case

Isaac Mixer of a place called Westfield River branches or N<sup>o</sup> 9 is Licensed to be an Inn-  
Mixer holder Retailer and Common Victualler in his house there for One year Next ensu-  
ing. The said Isaac Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz Erra  
Clap and John Ingerfoll in £5 each to keep good Rule and Order in his house &  
to Observe y<sup>e</sup> Laws made for Regulating such houses. The said Isaac further Recogn-  
izes to y<sup>e</sup> thing as principal in £50 with said Sureties in £25 each to keep and  
Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law in such cases Requires

License is granted to William Cartman of South Hadley to be a Retailer of Spirituous  
Cartman Liquors out of his house there to be sent out of Doors only for One year Next ensuing  
And he Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz Cleaver Neph  
and William Carnahan in £5 each to keep good Rule and Order in his house



and duly to observe y<sup>e</sup> Laws made respecting persons licenced to sell out of Doors only. He also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in y<sup>e</sup> Sum of £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the Law Requires in such Cases } William Eastman

Cleaser Nash of South Hadley is licenced to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. William Eastman and William Barnahan in £5 each to keep good Rule and Order in his house and to observe y<sup>e</sup> Laws respecting persons licenced to sell out of Doors only. he also Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the Law requires } Cleaser Nash

William Barnahan of Brimfield is licenced to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for One Year Next Ensuing. He Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. William Eastman and Cleaser Nash in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws respecting persons licenced to sell out of Doors only he further Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires } William Barnahan

William Scott of Palmer is licenced to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuing. Who Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Aaron Graves and Duman Quantan in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for Regulating such houses. He further Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires } William Scott

Aaron Graves of Palmer is licenced to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuing. And y<sup>e</sup> said Aaron Recognizes to y<sup>e</sup> Lord y<sup>e</sup> King in £10 with William Scott and Duman Quantan Sureties in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws respecting y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> King as principal in £50 with the above named Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires } Aaron Graves

Duman Quantan of Palmer is licenced to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with William Scott & Aaron Graves Sureties in £5 each to keep good Rule and Order in his house and to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £50 with said William & Aaron in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases } Duman Quantan

Moses Noble of Westfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Jonathan Graves and Abel Chayin Sureties in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He further Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires } Moses Noble

Jonathan Graves of Belchertown is licenced to be an Innholder Retailer and Common Victualler in his house in said Belchertown for One Year Next Ensuing. And he Recognizes to y<sup>e</sup> Lord y<sup>e</sup> King as principal in the sum of £10 with Sureties viz } Jonathan Graves



10 viz Moser Noble and Abel Chapin in £5 each to keep good Rule and Order in his house & Duty to observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also  
 Jonathan Graves } Recognizes to y<sup>e</sup> King as principal in £50 with said Sureties in £5 each  
 to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Abel Chapin } Abel Chapin of Springfield is Licensed to be an Innholder Retailer and Common  
 Victualler in his house therefor One Year Next Ensuving. And he Recognizes to  
 the King as principal in £10 with Sureties viz Moser Noble and Jonathan Graves  
 in £5 each to keep good Rule and Order in his house and Duty to observe y<sup>e</sup>  
 Laws made for the Regulation of such houses. He also Recognizes to y<sup>e</sup> King  
 as principal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup>  
 Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Samuel Glover } Samuel Glover of Wilbraham is Licensed to be an Innholder Retailer and Common  
 Victualler in his house therefor One Year Next Ensuving. And he Recognizes to the King  
 as principal in £10 with Sureties viz Moser Burt and Aaron Parsons in £5 each  
 to keep good Rule and Order in his house and Duty to observe the Laws made  
 for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in  
 one other Sum of £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render the  
 Accounts and to pay the Duties the Law Requires in such Cases c

Moser Burt } Moser Burt of Wilbraham is Licensed by this Court to be an Innholder Retailer and  
 Common Victualler in his house therefor One Year Next Ensuving. And he Recogni-  
 zes to y<sup>e</sup> King as principal in £10 with Sureties viz Samuel Glover and Aaron  
 Parsons in £5 each to keep good Rule and Order in his house and Duty to observe  
 the Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to the  
 King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and  
 Render y<sup>e</sup> Accounts and to pay the Duties y<sup>e</sup> Law Requires c

Aaron Parsons } Aaron Parsons of Springfield is Licensed to be an Innholder Retailer and Com-  
 mon Victualler in his house therefor One Year Next Ensuving. And he Recognizes  
 to y<sup>e</sup> King as principal in £10 with Sureties viz Samuel Glover and Moser Burt  
 in £5 each to keep good Rule and Order in his house and Duty to observe the  
 Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as prin-  
 cipal in £50 with said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts &  
 to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Case c

Benjamin Day } Benjamin Day of Springfield is Licensed by this Court to be an Innholder Retailer  
 and Common Victualler in his house therefor One Year Next Ensuving. And he Re-  
 cognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Simon Colton and Tilley  
 Price in £5 each to keep good Rule and Order in his house and Duty to observe y<sup>e</sup>  
 Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as prin-  
 cipal in £50 with the aforesaid Sureties in £25 each to keep and Render the Ac-  
 counts and to pay the Duties y<sup>e</sup> Law Requires c

Simon Colton } Simon Colton of Springfield is Licensed to be an Innholder Retailer and Common  
 Victualler in his house therefor One Year Next Ensuving. And he Recognizes to y<sup>e</sup> King  
 as principal in £10 with Sureties viz Benjamin Day and Tilley Price in £5 each  
 to keep good Rule and Order in his house and Duty to observe y<sup>e</sup> Laws made for  
 the Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in  
 £50 with the before named Sureties in £25 each to keep and Render the Accounts  
 and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c



Tilley Bile of Springfield is licenced to be an Innholder Retailer and Common  
Vtualler in his house there for One Year Next Ensuig. And he Recognizes to y<sup>e</sup> Thing  
as principal in £10 with Sureties viz Benjamin Day and Simon Colton in £5  
each to keep good Rule and Order in his house and Duty to Observe the Laws  
made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> Thing as principal  
in £50 with the said Sureties in £25 each to keep and Render the Account  
and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Levi Bly of Springfield is licenced to be an Innholder Retailer and Common  
Vtualler in his house there for One Year Next Ensuig. Who Recognizes to y<sup>e</sup> Thing  
as principal in £10 with Sureties viz Benjamin Bly and Joseph Mitchell  
in £5 each to keep good Rule and Order in his house and Duty to Observe the  
Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> Thing  
as principal in £50 with the before named Sureties in £25 each to keep and Ren-  
der y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Benjamin Bly of Springfield is licenced to be an Innholder Retailer and Common  
Vtualler in his house there for One Year Next Ensuig. And he Recognizes to  
the Thing as principal in £10 with Levi Bly and Joseph Mitchell Sureties in £5  
each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made  
for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> Thing as principal  
in £50 with y<sup>e</sup> said Sureties in £25 each to keep and Render the Account and  
to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Joseph Mitchell of Ashfield is licenced to be an Innholder Retailer and Common Vtual  
ler in his house there for One Year Next Ensuig. And he Recognizes to y<sup>e</sup> Thing as  
principal in £10 with Levi Bly and Benjamin Bly Sureties in £5 each to keep  
good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for the Re-  
gulation of such houses. He also Recognizes to y<sup>e</sup> Thing as principal in £50 with  
the said Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay the Duties the  
Law Requires in such Cases

Timothy Danielson Gentleman of Brimfield is licenced to be a Retailer of spirituous  
Liquors out of his house there to be spent out of Doors only for One Year Next Ensuig  
And he Recognizes to y<sup>e</sup> Thing as principal in £10 with Sureties viz Elipha-  
let Leonard and Jonathan White in £5 each to keep good Rule and Order in  
his house and Duty to Observe y<sup>e</sup> Laws respecting such licenced persons. He also  
Recognizes to y<sup>e</sup> Thing as principal in £50 with y<sup>e</sup> said Sureties in £25 each to  
keep and Render y<sup>e</sup> Accounts and to pay the Duties y<sup>e</sup> Law Requires in such Cases

Eliphalet Leonard of Springfield is licenced to be a Retailer of spirituous Liquors  
out of his house there to be spent out of Doors only for One Year Next Ensuig. And  
he Recognizes to y<sup>e</sup> Thing as principal in £10 with Sureties viz Timothy Dani-  
elson and Jonathan White in £5 each to keep good Rule and Order in his  
house and to Observe y<sup>e</sup> Laws respecting persons licenced to sell out of Doors on-  
ly. he also Recognizes to y<sup>e</sup> Thing as principal in £50 with the said Sureties in £25  
each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Jonathan White of Springfield is licenced to be a Retailer of spirituous Liquor out of  
his house there to be spent out of Doors only for One Year Next Ensuig. And he Re-  
cognizes to y<sup>e</sup> Thing as principal in £10 with Sureties viz Timothy Danielson  
and Eliphalet Leonard in £5 each to keep good Rule and Order in his house  
and Duty to Observe the Laws made respecting such licenced persons. He further  
Recognizes to y<sup>e</sup> Thing as principal in £50 with y<sup>e</sup> said Sureties in £25 each  
to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires



Abner Smith of Springfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing. And he Recognizes to the thing as principal in £10 with Sureties viz. Luke Bliss and Moses Church in £5 each to keep good Rule and Order in his house and duly to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with y<sup>e</sup> aforesaid Sureties in £5 each to keep and Render the accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases c

Luke Bliss of Springfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing. Who Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz. Abner Smith and Moses Church in £5 each to keep good Rule and Order in his house & to Observe the Laws made for the Regulation of such houses. he further Recognizes to y<sup>e</sup> thing as principal in £10 with said Sureties in £5 each to keep and Render y<sup>e</sup> accounts and to pay the Duties y<sup>e</sup> Law Requires in such Cases c

Moses Church of Springfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing. Who Recognizes to the thing as principal in £10 with Sureties viz. Abner Smith & Luke Bliss in £5 each to keep good Rule and Order in his house and truly to Observe the Laws made for Regulating such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with y<sup>e</sup> aforesaid Sureties in £5 each to keep and Render the accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

George Howland of Greenfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing. And he Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz. Benjamin Hope and George Synthon in £5 each to keep good Rule and Order in his house & Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with said Sureties in £5 each to keep and Render y<sup>e</sup> accounts and to pay the Duties y<sup>e</sup> Law Requires in like Cases c

Benjamin Hope of Northfield is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing and he Recognizes to the thing as principal in £10 with Sureties viz. George Howland and George Synthon in £5 each to keep good Rule and Order and duly to Observe the Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with said Sureties in £5 each to keep and Render the accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

George Synthon of Granville is licenced to be an Innholder Retailer and Common Victualler in his house there for One year Next Ensuing. And he Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz. George Howland and Benjamin Hope in £5 each to keep good Rule and Order in his house and duly to Observe the Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with the said Sureties in £5 each to keep and Render the accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Ephraim Monson of Granville is licenced to be an Innholder Retailer and Common Victualler in his house there for y<sup>e</sup> term of One year Next Ensuing. And he Recognizes to y<sup>e</sup> thing as principal in £10 with Sureties viz. William Moor and Israel Richardson in £5 each to keep good Rule and Order in his house and to Observe the Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> thing as principal in £10 with the said Sureties in £5 each to keep and Rend y<sup>e</sup> accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c



William Moor of Westfield is licensed to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for One Year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Ephraim Monson and Israel Richardson in £5 each to keep good Rule and Order in his house and Duty to Observe the Laws respecting persons licensed to sell out of Doors only he also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> same Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Israel Richardson of New Salem is licensed to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for One Year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Ephraim Monson and William Moor in £5 to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws respecting persons licensed to sell out of Doors only. he further Recognizes to y<sup>e</sup> King as principal in £50 with the aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires c

Edward Webber of South Brimfield is licensed to be an Innholder Retailer and Common Victualler in his house there for One Year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Abel Sheep and Nathaniel Dwight in £5 each to keep good Rule and Order in his house and to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to y<sup>e</sup> King as principal in £50 with the same Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Abel Sheep of Monson is licensed to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for One Year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Edward Webber and Nathaniel Dwight in £5 each to keep good Rule and Order in his house and to Observe the Laws respecting persons licensed to sell out of Doors only. he also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> same Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases c

Nathaniel Dwight of Belcherstown is licensed to be an Innholder Retailer and Common Victualler in his house there for One Year next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Edward Webber and Abel Sheep in £5 each to keep good Rule and Order in his house and to Observe the Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes to the King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Nathan Trary of Deerfield is licensed to be an Innholder Retailer and Common Victualler in his house there for One Year Next ensuing. And he Recognizes to the King as principal in £10 by Seth Cattin with Sureties viz. George Howland and John Morrison in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. he also Recognizes to wit the said Seth to y<sup>e</sup> King in £50 with y<sup>e</sup> aforesaid Sureties in £25 each that y<sup>e</sup> said Nathan keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c

Moses Marsh of Hadley is licensed to be an Innholder Retailer and Common Victualler in his house there for one Year Next ensuing. And Elisha Porter Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Seth Cattin and George Symonds in £5 each that y<sup>e</sup> said Moses keep good Rule and Order in his house and Observe the Laws made for y<sup>e</sup> Regulation of such houses. The said Elisha also Recognizes to y<sup>e</sup> King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each conditioned that said Moses keep and Render the Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires c



Moses  
Smith

Moses Smith of Amherst is licensed to be an Innholder Retailer and Common Victualler in his house there for One year next ensuing. And Eleisha Porter <sup>gent</sup> recognizes to the King as principal in £10 with Sureties viz. Seth Catlin and George Synnison Junr in £5 each conditioned that said Moses keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for Regulating of such houses. The said Eleisha also recognizes to the King as principal in £50 with y<sup>e</sup> aforesaid Sureties in £25 each for this that said Moses keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Sarah  
Porter

Sarah Porter of Hadley is licensed to be a Retailer of spirituous Liquors out of her house there to be spent out of Doors only for One year next ensuing. And Eleisha Porter <sup>gent</sup> recognizes to the King as principal in £10 with Sureties viz. Seth Catlin and George Synnison Junr in £5 each that y<sup>e</sup> said Sarah Porter keep good Rule and Order in her house and Observe y<sup>e</sup> Laws respecting persons licensed to sell out of Doors only. y<sup>e</sup> said Eleisha also recognizes to the King as principal in £50 with y<sup>e</sup> said Sureties in £25 each that y<sup>e</sup> said Sarah keep and render the accounts & pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Job  
Alword

Job Alword is licensed to be an Innholder Retailer and Common Victualler in his house there for One year next ensuing. And he recognizes to the King as principal in £10 with Sureties viz. John Workman and Aaron Denio in £5 each to keep good Rule and Order in his house and Duty to Observe the Laws made for y<sup>e</sup> Regulation of such houses. He also recognizes to the King as principal in £50 with y<sup>e</sup> same Sureties viz. y<sup>e</sup> said John and Aaron in £25 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

John  
Workman

John Workman of Bernardston is licensed to be an Innholder Retailer and Common Victualler in his house there for One year next ensuing. And he recognizes with Sureties to the King viz. y<sup>e</sup> said John Workman as principal in £10 with Job Alword and John Morrison Sureties in £5 each to keep good Rule and Order in his house and Duty to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also recognizes to the King as principal in £50 with y<sup>e</sup> said Sureties in £25 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

John  
Lyman

John Lyman of Northampton is licensed to be a Retailer of spirituous Liquors of his own Manufacturing only out of his house there to be spent out of Doors only for One year next ensuing. And Timothy Dwight Junr recognizes to the King as principal in £10 with Sureties viz. Joseph Hawley Esq<sup>r</sup> and Nathaniel Dwight in £5 each that y<sup>e</sup> said John Lyman keep good Rule and Order in his house and Observe y<sup>e</sup> Laws made respecting persons licensed to sell out of Doors only. He y<sup>e</sup> said Timothy also recognizes to the King as principal in £50 with y<sup>e</sup> same Sureties in £25 each that y<sup>e</sup> said John keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties the Law Requires in such Cases.

Alexander  
Miller

Alexander Miller of Number three is licensed to be an Innholder Retailer and Common Victualler in his house there. And he recognizes to the King as principal in £10 with Sureties in £5 each to keep good Rule and Order in his house and Duty to Observe the Laws made for Regulating such houses. He also recognizes to the King as principal in £50 with y<sup>e</sup> same Sureties in £25 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires. — NB in y<sup>e</sup> hurry of business y<sup>e</sup> Entry of y<sup>e</sup> Names of y<sup>e</sup> Sureties was omitted.



Daniel Harris of Springfield is licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors only for One Year Next Ensuing. And he Recognizes by Thing as principal in £10 with Sureties viz. Noah Goodman and George Pynchon in £5 each to keep good Rule and Order in his house and to Observe the Laws Respecting persons licensed to sell out of Doors only. He also Recognizes by Thing as principal in £10 with y<sup>e</sup> same Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Noah Goodman of South Hadley is licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors only for One Year next Ensuing And he Recognizes by Thing as principal in £10 with Sureties viz. Daniel Harris and George Pynchon in £5 each to keep good Rule and Order in his house & duly to Observe y<sup>e</sup> Laws made for persons licensed to sell out of Doors only. He also Recognizes by Thing as principal in £10 with y<sup>e</sup> before named Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the Law Requires in such Cases.

Arnon Denis of Greenfield is licensed to be an Innholder Retailer and Common Vintualler in his house there for One Year Next Ensuing And he Recognizes by Thing as principal in £10 with Sureties viz. Seth Catlin and Luke Bliss in £5 each to keep good Rule and Order in his house and duly to Observe the Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes by Thing as principal in £10 with the same Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires.

Elijah Alvord of South Hadley is licensed to be an Innholder Retailer and Common Vintualler in his house there. And he Recognizes by Thing as principal in £10 with Sureties viz. Benjamin Pierce and Joseph Marsh, <sup>both of S<sup>t</sup> Hadley</sup> in £5 each to keep good Rule and Order in his house and duly to Observe y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes by Thing as principal in £10 with y<sup>e</sup> same Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires.

Josiah Dwight Esqr. of Springfield is licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors only for One Year next Ensuing. And he Recognizes by Thing as principal in £10 with Sureties viz. Thomas Colton and Ebenezer Selden in £5 each to keep good Rule and Order in his house and duly to Observe the Laws Respecting persons licensed to sell out of Doors only. He also Recognizes by Thing as principal in £10 with y<sup>e</sup> said Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Thomas Colton of Springfield is licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors only for One Year Next Ensuing. And he Recognizes by Thing as principal in £10 with Sureties viz. Edward Pynchon Esqr. and Ebenezer Selden in £5 each to keep good Rule and Order in his house and duly to Observe y<sup>e</sup> Laws Respecting persons licensed to sell out of Doors only. He also Recognizes by Thing as principal in £10 with y<sup>e</sup> same Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Ebenezer Selden of Springfield is licensed to be an Innholder Retailer and Common Vintualler in his house there for One Year Next Ensuing. And he Recognizes by Thing as principal in £10 with Sureties viz. Edward Pynchon Esqr. and Thomas Colton in £5 each to keep good Rule and Order in his house and to Observe the Laws made for y<sup>e</sup> Regulation of such houses. He also Recognizes by Thing as principal in £10 with the same Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.



Josiah Chauncey Esq<sup>r</sup> of Amherst is licenced to be a Retailer of Spirituous Liquor out of his house there to be sent out of Doors only for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Oliver Partridge Chauncey Esq<sup>r</sup> and Luke Bliss in £5 each to keep good Rule and Order in his house & to observe y<sup>e</sup> Laws Respecting persons licenced to sell out of Doors only. He also Recognizes to y<sup>e</sup> King as principal in £10 with y<sup>e</sup> said Sureties in £5 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties the Law requires in such Cases.

Moses Billing of Sunderland is licenced to be a Retailer of Spirituous Liquor out of his house there to be sent out of Doors only for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in £10 with Sureties viz. Miles Alexander and Beth Warner in £5 each to keep good Rule and Order in his house and duly to observe y<sup>e</sup> Laws Respecting persons licenced to sell out of Doors only and he Recognizes to y<sup>e</sup> King as principal in £10 with y<sup>e</sup> same Sureties in £5 each to keep and Render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires.

Samuel Colton Jun<sup>r</sup> of Springfield is licenced to be a Retailer of Spirituous Liquor out of his house there to be sent out of Doors only for One year Next ensuing. And he Recognizes with Sureties viz. y<sup>e</sup> said Samuel to y<sup>e</sup> King as principal in £10 with y<sup>e</sup> said Sureties in £5 each to keep good Rule and Order in his house and to observe y<sup>e</sup> Laws Respecting such licenced persons he also Recognizes to y<sup>e</sup> King as principal in £10 with Sureties in £5 each to keep and Render the Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases.

W<sup>m</sup> King Esq<sup>r</sup> & y<sup>e</sup> Sureties Names were omitted

Jellous Billing of Sunderland is licenced by this Court to sell Tea Coffee & China Ware at his house in said Sunderland for One year Next ensuing. And he Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> sum of £10 with Sureties viz. John Field and Joseph Hethley Jun<sup>r</sup> in y<sup>e</sup> sum of £5 each on this Condition that y<sup>e</sup> said Jellous keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases.

John Ely of Springfield is licenced to sell Tea Coffee and China Ware at his house in said Springfield for One year Next ensuing. And Cornelius Jones Recognizes to y<sup>e</sup> King as principal in £20 with Sureties viz. Nathaniel Dwight and Moses Miller in £10 each on Condition that said John keep and Render the Accounts and pay the Duties y<sup>e</sup> Law Requires in such Case.

Leth Field Esq<sup>r</sup> of Northfield is Licenced to sell Tea Coffee and China Ware in his house at said Northfield. And he Recognizes to y<sup>e</sup> King as principal in £20 with Sureties viz. Timothy Dwight Jun<sup>r</sup> and Elad Taylor Esq<sup>r</sup> in £10 each on Condition that y<sup>e</sup> said Leth keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

Josiah Chauncey Esq<sup>r</sup> of Amherst is licenced by this Court to sell Tea Coffee and China Ware in his Store at said Amherst. And y<sup>e</sup> said Josiah acknowledges himself Indebted to y<sup>e</sup> Lord y<sup>e</sup> King in y<sup>e</sup> sum of £20 Oliver Partridge Esq<sup>r</sup> and Luke Bliss as Sureties likewise acknowledge themselves Indebted to y<sup>e</sup> said Lord y<sup>e</sup> King in £10 each on Condition that the said Josiah Chauncey Esq<sup>r</sup> keep and Render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.



Elizabeth Ingram of Amherst is licensed to sell Tea Coffee and China Ware in his house at said Amherst, and she recognizes to the King in £20 with Sureties viz Messrs Cornelius Jones and Nathaniel Dwight in £10 each on Condition that she keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.

~~Jonathan Warner of Hadley is licensed to sell Tea Coffee and China Ware at his house in said Hadley and he recognizes to the King as principal in y<sup>e</sup> sum of £20 with Sureties in £10 each on Condition that said Jonathan keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Case.~~ ~~His license was not granted & the Entry is wrongfully made.~~

Penelope Dwight of Belchertown is licensed to sell Tea Coffee and China Ware in her house at said Belchertown. And Captain Nathaniel Dwight recognizes to the King as principal in £20 with Sureties viz Messrs Cornelius Jones and Samuel Mather in £10 each on Condition that y<sup>e</sup> said Penelope keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires, said License to be for One Year Next ensuing.

John Marshall of South Hadley is licensed to sell Tea Coffee and China Ware at his house there for One Year Next ensuing. And John Phelps recognizes to the King as principal in y<sup>e</sup> sum of £20 with Sureties viz Messrs Cornelius Jones and Elisha Foster in y<sup>e</sup> sum of £10 each on Condition that y<sup>e</sup> said John Marshall keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Case.

Oliver Partridge Esq<sup>r</sup> of Hatfield is licensed to sell Tea Coffee and China Ware in his house at said Hatfield for One Year Next ensuing. And acknowledges himself indebted to the King as principal in £20 with Sureties viz Josiah Chauncey Esq<sup>r</sup> and Luke Bliss Esq<sup>r</sup> in £10 each Conditioned that y<sup>e</sup> said Oliver keep and render y<sup>e</sup> Accounts and pay the Duties y<sup>e</sup> Law Requires in such Case.

Samuel Cotton of Springfield is licensed to sell Tea Coffee and China Ware in his house at said Springfield for One Year Next ensuing. And he recognizes to the King as principal in £20 with Sureties viz Messrs Cornelius Jones and Moses Bliss in £10 each on Condition that y<sup>e</sup> said Samuel keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Case.

Timothy Dwight Jun<sup>r</sup> Esq<sup>r</sup> of Northampton is licensed to sell Tea Coffee and China Ware at his house in said Northampton for One Year Next ensuing. And he recognizes to the King as principal in £20 with Sureties viz Eldad Taylor and Daniel Burr Esq<sup>r</sup> in £10 each to keep and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires.

Rebecca Bliss of Springfield is licensed to sell Tea Coffee and China Ware at her house in said Springfield for One Year Next ensuing. And Luke Bliss recognizes to the King as principal in £20 with Sureties viz Messrs Cornelius Jones and George Pynchon in £10 each on Condition that y<sup>e</sup> said Rebecca keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Case.

George Pynchon Jun<sup>r</sup> of Granville is licensed to sell Tea Coffee and China Ware at his house in said Granville for One Year Next ensuing. And he acknowledges himself indebted to the King as principal in £20 with Sureties viz Nathaniel Dwight and Cornelius Jones in £10 each Conditioned that y<sup>e</sup> said George keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires.



Aaron Sims of Westfield is licensed to sell Tea Coffee and China Ware in his house at said Westfield for one year next ensuing. And David Taylor Esq<sup>r</sup> recognizes to & thing as principal in £20 with Sureties viz. Josiah Dwight & Timothy Dwight Jun<sup>r</sup> Esq<sup>s</sup> in £10 each Conditioned that y<sup>e</sup> said Aaron keep and render y<sup>e</sup> accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

Thomas Williston of Springfield is licensed to sell Tea Coffee and China Ware at his house in said Springfield. And he acknowledges himself Indebted to y<sup>e</sup> Lord y<sup>e</sup> King as principal in £20 with Sureties viz. Luke Bliss and Benjamin Ely Conditioned that y<sup>e</sup> said Thomas keep and render y<sup>e</sup> accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

Elisha Parks of Westfield is licensed to sell Tea Coffee and China Ware at his house in said Westfield for one year next ensuing. And y<sup>e</sup> said Elisha recognizes to & thing as principal in £20 with Sureties viz. Mess<sup>rs</sup> Robert Brahm Jun<sup>r</sup> and John Ely in £10 each on this Condition that y<sup>e</sup> said Elisha keep and render y<sup>e</sup> accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires in such Cases

John Moreley of Westfield is licensed to sell Tea Coffee and China Ware at his house in said Westfield for one year next ensuing. And <sup>Elisha Parks</sup> recognizes to & thing as principal in £20 with Sureties viz. Mess<sup>rs</sup> Robert Brahm Jun<sup>r</sup> and John Ely in £10 each on this Condition that y<sup>e</sup> said John keep and render y<sup>e</sup> accounts and pay the Duties y<sup>e</sup> Law Requires in such Cases

Thomas Williams Esq<sup>r</sup> of Deerfield is licensed to sell Tea Coffee and China Ware at his house in said Deerfield for one year next ensuing. And he recognizes to & thing as principal in £20 with Sureties viz. Joseph Hawley and Timothy Dwight Jun<sup>r</sup> Esq<sup>s</sup> in £10 each Conditioned that y<sup>e</sup> said Thomas keep and render y<sup>e</sup> accounts and pay y<sup>e</sup> Duties y<sup>e</sup> Law Requires

Joseph Sanderson of Hatfield brings his Petition in this Court humbly shewing that he is Rated both in y<sup>e</sup> Town of Hatfield and in the Town of Sunderland for y<sup>e</sup> year 1763 for his Son Thomas Sanderson. Pole six Shillings and eight pence in each Town & has paid the Rates. & your Petitioner apprehends he is unjustly Overrated in the Town of Sunderland in as much as his said Son belonged to and an Inhabitant and did dwell in y<sup>e</sup> Town of Hatfield almost y<sup>e</sup> whole of y<sup>e</sup> year 1763 your Petitioner prays your Honour that he may be Rated according to Law. And as in Duty lies. The above Petition being read and y<sup>e</sup> Court having Considered y<sup>e</sup> same do Order that said Petition be Dismissed

Joseph Leonard of Springfield who stood bound by Recognizance taken before John Worthington Esq<sup>r</sup> to make his personal appearance here for y<sup>e</sup> purposes therein mentioned is now Discharged by proclomation by Order of Court

Peter Hoof Powers of Springfield who stands bound by Recognizance taken before John Worthington Esq<sup>r</sup> to make his personal appearance here for y<sup>e</sup> purposes therein mentioned is now discharged by proclomation by Order of Court

We the Subscribers being appointed by his Majesty's Court of General Sessions of the peace holden at Northampton within and for y<sup>e</sup> County of Northampton on the Second Tuesday of November being y<sup>e</sup> Eighth Day of said Month Anno Dom. 1763. Thoroughly and Effectually to Explore y<sup>e</sup> Ground in y<sup>e</sup> Township of Northampton and



and in y<sup>e</sup> Township of Hatfield and in the Township of Chesterfield east of the  
Great River there and lay out such high Way or highways from Northampton or  
Hatfield or both by Great Bridge in Chesterfield as they shall judge most Necessary  
or most Convenient for y<sup>e</sup> publick the said Committee to Confine themselves  
to y<sup>e</sup> Roads heretofore laid out no farther than it shall appear to them best and  
most fitting in Order to serve y<sup>e</sup> General and Publick purposes of such Highway or  
Highways, and not to lay out a new such part of y<sup>e</sup> highway from Northampton  
or Hatfield already established as they Judge most Convenient for y<sup>e</sup> Publick as  
they now go. Pursuant to y<sup>e</sup> Before Directions after We were Qualified by being put  
under Oath & had Notified y<sup>e</sup> Several Towns mentioned in said Orders to attend at time  
and places for y<sup>e</sup> purposes aforesaid if they thought proper We Viewed y<sup>e</sup> Roads from  
Northampton to Chesterfield Bridge formerly laid out, also the highway from Hat-  
field to y<sup>e</sup> aforesaid Bridge as was formerly laid out. Also We viewed the Road from  
Northampton to Roberde hill and so on to Bapom hill and into y<sup>e</sup> Center of  
Chesterfield to Intersect y<sup>e</sup> other two Roads furthermore We viewed y<sup>e</sup> Road from Hat-  
field to Fairfields and so to Patridges Hill soon to y<sup>e</sup> Center of Chesterfield also  
some other Cross ways in Order to accommodate y<sup>e</sup> publick in General, all the  
Main Roads leading out to y<sup>e</sup> aforesaid Bridge We Viewed some twice some three  
times and One four times Over and then we took y<sup>e</sup> Measure of all the aforesaid  
Viewing with many Cross Measures in Order to find y<sup>e</sup> Shortest line and the best  
Carriage Road from either of y<sup>e</sup> aforesaid Towns Northampton or Hatfield out to y<sup>e</sup>  
Great Bridge in Chesterfield and find that from Northampton the South Road cal-  
led that goeth by Bapom hill and points to y<sup>e</sup> Center of Chesterfield to be the Shortest  
line and may be made the best Carriage Road according to our Judgment to serve y<sup>e</sup>  
publick therefore We have laid out y<sup>e</sup> said Road as followeth. Beginning at a Beach Tree  
marked by y<sup>e</sup> former laid out Highway that leadeth to Chesterfield Bridge near the Meet-  
ing house place in said Chesterfield east of some low queche ground that is east of  
Archelaus Andersons and measured South twenty eight Degrees east twenty two Rod  
then Ran South forty Degrees east thirty Rod then Ran east thirty Degrees South fif-  
teen Rod then ran South nineteen Rod then ran South twelve Degrees east forty six  
Rod then Ran South twenty five Degrees east thirty two Rod then ran east thirty five  
Degrees South twelve Rod then ran South thirty two Degrees east one hundred and two-  
ty six Rod then South twenty eight Degrees east thirteen Rod then ran South fifteen  
Degrees east twelve Rod then ran South thirty eight Degrees east thirty eight Rod  
then ran east forty Degrees South twenty two Rod then Ran east forty three Degrees  
South thirty seven Rod to a small River, then Ran east thirty eight Degrees South six Rod  
then east thirty Degrees South eight Rod then South twenty Nine Degrees east six Rod  
then east thirty four Degrees South eleven Rod then east five Degrees South twenty Rod  
then South thirty eight Degrees east sixteen Rod then east four Degrees South six Rod  
then east thirty Nine Degrees South eight Rod then east three Degrees North eleven Rod  
then east ten Degrees North fourteen Rod then east twenty eight Degrees South two-  
ty two Rod then South thirty five Degrees east fourteen Rod then east forty three De-  
grees South twelve Rod then east twenty seven Degrees South thirty Rod then east  
three Degrees North thirty four Rod then east twenty seven Degrees South eleven Rod  
then South thirty four Degrees east thirty seven Rod then South forty three Degrees east  
twenty five Rod, then ran east twenty seven Degrees South seventeen Rod then east  
fourteen Degrees South fifteen Rod then South forty one Degrees east twenty five  
Rod then South seventeen Degrees  $\frac{1}{2}$  east sixty Rod then east thirty one Degrees South

Highway  
from North-  
ampton to  
Chesterfield



fifteen rod then East ten Degrees South thirty four rod then East thirty Seven Degrees  
 South forty two rod then South twenty five Degrees East thirty six rod then South thirty  
 eight Degrees East twenty rod then East thirty five Degrees South fifty two rod  
 then East twenty Seven Degrees South fifty six rod then East twenty two Degrees South  
 thirty two rod then East thirty six Degrees South sixteen rod then East twenty Seven De-  
 grees South forty eight rod then East twelve rod to Angam bounds then East twen-  
 ty three Degrees South twenty rod then East forty Degrees South eight rod then East  
 thirteen Degrees South twenty four rod then East twenty Nine Degrees South seven  
 rod then East forty four Degrees South fifteen rod then East nineteen Degrees South  
 thirty rod then South thirty Degrees East One hundred and sixty four rod brings  
 it on y<sup>e</sup> Southernmost side of Bafham's hill then East thirty Nine Degrees south  
 twenty rod then South twenty two Degrees East seventeen rod then South thirteen  
 Degrees West forty rod then South nineteen Degrees East twenty one rod then  
 South thirty Nine Degrees East twelve rod then South forty three Degrees East  
 seventeen rod then South eight Degrees West fourteen rod then South ten rod  
 then South seventeen Degrees East thirteen rod then south thirty eight Degrees  
 East twelve rod then south nineteen Degrees East sixteen rod then South three De-  
 grees West twelve rod then south eighteen Degrees East twelve rod then south  
 four Degrees West eight rod then South thirty Nine Degrees East twenty three  
 rod then south thirty five Degrees East twenty eight rod then East twenty seven  
 Degrees south twelve rod then East five Degrees North eight rod to y<sup>e</sup> brook  
 under Bafham's hill then East forty three Degrees south twenty rod  
 then south twenty eight Degrees East forty six rod then south four Degrees East  
 sixty two rod then south thirty eight Degrees East forty rod then East thirty four  
 Degrees South seventeen rod then East four Degrees south ten rod then East twenty  
 Degrees south fifteen rod then East seventeen Degrees North twelve Rod then East eight-  
 teen Degrees south nineteen Rod then south thirty eight Degrees East thirty six Rod then  
 East forty one Degrees south eight rod then East twenty one Degrees North thirty  
 one rod then East four Degrees south ten rod then East eleven Degrees North twenty  
 three rod then East five Degrees south twenty six rod then East two Degrees  $\frac{1}{2}$  south  
 twelve rod then East thirty seven Degrees south seventeen Rod to Roberts Brook then  
 three rod more on y<sup>e</sup> left point then East six Degrees North ten rod then East thirty two  
 Degrees south thirty rod then East three Degrees  $\frac{1}{2}$  North ten rod then East twen-  
 ty Degrees North twenty eight rod then East four Degrees south nine rod then  
 East nine Degrees south nine rod then East twenty two Degrees North ten rod  
 then East thirty Nine Degrees North twenty three rod then East fifteen Degres  
 and  $\frac{1}{2}$  North twenty rod then East eleven Degrees North twenty two rod then  
 East seventeen Degrees North twelve rod then East eight Degrees south twenty  
 four rod then East eleven Degrees south thirty rod then East forty two rod then  
 North thirty three Degrees  $\frac{1}{2}$  East twenty rod then East thirty six Degrees North forty  
 Rod then North forty two Degrees East twelve rod then East thirty four Degrees North  
 thirty eight rod then East eight Degrees North thirty two rod then East seventeen  
 Degrees south forty rod then East ten Degrees North thirty two rod then East twen-  
 ty two Degrees North twelve rod then East twelve Degrees North fourteen rod then  
 East twenty five Degrees south eighteen rod then East one Degree North twelve rod  
 then East twenty six Degrees south twenty two rod then East fourteen Degrees North  
 eighteen rod then East five Degrees south eleven rod then East thirty Nine Degrees  
 south



fourth then East Eight Degrees south twenty four Rod then  
East Eighteen Degrees & 1/2 south twenty rod then East thirty five Degrees south  
fourteen rod then East thirty two Degrees south twenty four Rod then South  
thirty four Degrees & 1/2 East One hundred & Eighteen rod then South Twen-  
ty Degrees East thirty two rod then East thirty Eight Degrees south fourteen  
Rod then South Twenty five Degrees East fourteen rod then East thirty six  
Degrees south eighteen rod then East Nine Degrees south sixty two rod then  
East six Degrees south thirty six Rod then East Twenty Eight Degrees south  
twenty rod to y<sup>e</sup> River then ran y<sup>e</sup> same point five rod to y<sup>e</sup> East side of  
said River then Ran North thirty four Degrees East fourteen Rod then  
East sixteen Degrees North fifty four Rod then Ran East Eleven Degrees North  
twenty Rod then Ran East twenty Degrees south fifty Rod then East twenty  
one Degrees south thirty six Rod then East Nine Degrees south fifty four Rod  
then East thirty four Degrees south Ninety Rod then Ran East one Degree  
south thirty two Rod then Ran East thirty six Degrees south sixty five Rod  
to y<sup>e</sup> County Road Southwest of Sheepwold that leadeth into Northampton  
meeting house the aforesaid Described highway, was Run and Marked in the  
Center of said Highway as many Trees & Stakes as was Necessary with the  
Letters W and We have laid out aforesaid Road to be four Rod Wide all y<sup>e</sup> whole  
Length of said Road also We determine that y<sup>e</sup> aforesaid Highway be eight  
Rod wide about twenty rod n<sup>e</sup> Northwest side of y<sup>e</sup> East Branch of Westfield  
River where we hit y<sup>e</sup> said River and Eight Rods Wide on the South East side  
of said River forty Rod also We have laid out said Road six Rod wide from the  
Top of Betham hill localled to y<sup>e</sup> Little Brook at y<sup>e</sup> foot of said hill laid out by  
us May 17. 1764 Given under our hand & Seal - Whereas there hath been nothing  
done by us in making any Alteration in y<sup>e</sup> Road from Hatfield to Chesterfield  
We therefore are of Opinion that y<sup>e</sup> highway formerly laid out from Hatfield to  
y<sup>e</sup> Great Bridge in Chesterfield to the man as was laid out before as also the Road  
from Northampton by Samuel Fairfields until it meet with y<sup>e</sup> Road from Hat-  
field to Chesterfield except from said Fairfields house to y<sup>e</sup> South end of y<sup>e</sup> plain  
North of his house We are of Opinion we are of Opinion that y<sup>e</sup> Road Widened six  
Rod on y<sup>e</sup> West side to remain as was formerly laid out and that y<sup>e</sup> Middle Road  
localled be discontinued from y<sup>e</sup> place where it turn off from Fairfields Road  
to y<sup>e</sup> place where it coincides with Hatfield Road. Benjamin Day & Seal  
John Shepard and Seal - Phineas Chapin & Seal - John Hale & Seal -  
John Ingersoll & Seal. The foregoing Return was now brought into Court &  
presented and it being Read & Considered by y<sup>e</sup> Court, y<sup>e</sup> same is accepted and  
Allowed. & it is Ordered that it be Recorded with y<sup>e</sup> Records of this Term of y<sup>e</sup> Court  
and y<sup>e</sup> way therein mentioned and Described hereafter known and Considered  
as a common Highway. And y<sup>e</sup> Alteration and Discontinuance mentioned in  
y<sup>e</sup> said Return is likewise Considered and Allowed, And Ordered that y<sup>e</sup> same way  
mentioned in said Return mentioned to be altered be accordingly altered & y<sup>e</sup> said way men-  
tioned in said Return to be discontinued be discontinued - The Committee above  
named here in Court present their Accounts of time and Expenses in performing  
y<sup>e</sup> aforesaid Service and pray y<sup>e</sup> same may be Allowed. which being read and Consi-  
dered is Allowed in y<sup>e</sup> following manner to wit to John Shepard £4<sup>s</sup> 6<sup>d</sup> to  
Phineas Chapin £4<sup>s</sup> 12<sup>d</sup> to John Hale £4<sup>s</sup> 7<sup>d</sup> to John Ingersoll £4<sup>s</sup> 12<sup>d</sup> 10.



16  
County Court  
Allowed

Benjamin Day & Co Jun 1. And it is Ordered that y<sup>e</sup> County Treasurer be Directed to pay y<sup>e</sup> said Sum to y<sup>e</sup> said Committee according to y<sup>e</sup> aforesaid allowance out of y<sup>e</sup> County Treasury

Order D<sup>d</sup> 16<sup>th</sup> Dec<sup>r</sup> 1764

John Lyman  
Clerk

John Lyman of Northampton here in Court presents his Account to wit Two Days attending y<sup>e</sup> Committee last aforesaid in y<sup>e</sup> Woods and procuring provisions for them & c<sup>q</sup> which being Examined is allowed & Ordered that y<sup>e</sup> County Treasurer be Directed to pay y<sup>e</sup> same out of y<sup>e</sup> County Treasury

Committee  
to View  
lay out  
way  
from  
shire  
road  
to  
Plap  
Monument  
North

We the Subscribers being Appointed by his Majesty's Court of General Sessions of y<sup>e</sup> peace holden at Springfield within and for y<sup>e</sup> County of Hampshire on the first Tuesday of May being y<sup>e</sup> first Day of said Month Anno Dom<sup>i</sup> 1764  
To View that part of a Country Road lying in Northampton Commonly called Westfield Road that is to say from y<sup>e</sup> place where a New Town Road lately laid out by y<sup>e</sup> Town of Northampton called Shirehire Road to y<sup>e</sup> place in the aforesaid Westfield Road called by y<sup>e</sup> Name of Nathaniel Edwards Monument & c<sup>o</sup> to view y<sup>e</sup> ground from y<sup>e</sup> aforesaid Westfield Road from y<sup>e</sup> place that y<sup>e</sup> New Town Road lately laid out by y<sup>e</sup> Town of Northampton called Shirehire Road about half a mile on said Road and onward thro<sup>st</sup> y<sup>e</sup> Swamp called Claps Brook Swamp untill we come to y<sup>e</sup> Old Country Road and then pursue the Old Country Road untill it Coincides with y<sup>e</sup> aforesaid Westfield Road at y<sup>e</sup> Station called Nathaniel Edwards Monument. Agreeable to y<sup>e</sup> Direction given us We have made a thorough Viewins of both y<sup>e</sup> above described places and are of Opinion that to turn y<sup>e</sup> aforesaid Westfield Road in y<sup>e</sup> Town Road called Shirehire Road and to pass through y<sup>e</sup> Swamp called Claps Brook Swamp unto y<sup>e</sup> Old Country Road called Westfield old Road and then to follow said Old Road to y<sup>e</sup> Monument aforeset forth will be a great Advantage to y<sup>e</sup> publick for a carriage Road therefore after having Notified y<sup>e</sup> Town of Northampton of time and place of our attendance on said Work and being first put Under oath We have made the alteration as followeth Beginning at a heap of stones where y<sup>e</sup> present Country Road to Westfield and y<sup>e</sup> Town Road lately laid out by Northampton called Shirehire Road part and Measured on said Town Road West Twenty two Degrees North forty eight rod & a 1/2 then Ran West Thirty Degrees & 30 m<sup>t</sup> South Twenty two Rods then West Twenty Nine Degrees South Thirty Rod then West Thirty Degrees South forty Rod then West Twenty Six Degrees and thirty minutes South fifty six rod then West Nineteen Degrees & 30 minutes South Seventy five rod then Ran South twenty two Degrees and 30 minutes West Twenty three Rod & a 1/2 then South Thirty three Degrees West Sixty two Rod then South Twenty Seven Degrees and 30 minutes West twenty five rod & a 1/2 then West forty three Degrees and 30 minutes South Sixty four Rod then West Thirty five Degrees South Twenty two Rod then West Thirty one Degrees South twenty Rod then West Twenty four Degrees South fourteen Rod then South Eight Degrees West thirty two Rod and a 1/2 then South fourteen Degrees East forty five Rod then South fourteen Degrees West seventeen Rod then South four Degrees East fifteen Rod and a 1/2 then South three Degrees West twenty four Rod & a 1/2 then South Nine Degrees West fifteen Rod then South four Degrees East seventeen Rod then South fourteen Degrees East twenty four Rod then South eleven Degrees East thirteen Rod then South nineteen Degrees East twenty four rod and a 1/2 then

High  
Way



then south Twenty six Degrees East Ten Rod then south three Degrees West forty nine Rod  
East of a Rod then south Nine Degrees West eight Rod then south Nine Degrees East  
East fourteen Rod to a heap of stones in Westfield Road foralled y<sup>e</sup> South side of  
Clapnet near Nathaniel Edwards Monument where we were obliged to run  
across sundry lots from y<sup>e</sup> place where we left y<sup>e</sup> Town Road called thirty hire  
Road across Clapnet Brookham until we came into y<sup>e</sup> old Westfield Road again  
and not many of y<sup>e</sup> present owners of y<sup>e</sup> Land applied for Damages and those that  
did it was something difficult to compute y<sup>e</sup> Contents of aforesaid Road took off  
of said Lots therefore we have took y<sup>e</sup> Names of y<sup>e</sup> Original Grantees of said Lots  
that we crossed in y<sup>e</sup> Laying of aforesaid Road and have estimated y<sup>e</sup> Value of said  
Land by y<sup>e</sup> Acre with y<sup>e</sup> Damage to be paid to y<sup>e</sup> present Owners of said Land. In-  
cluding Chenex or Hunt's Land that we crossed y<sup>e</sup> aforesaid Original Lots as  
were given to us by some of y<sup>e</sup> Town of Northampton as followeth. John Ba-  
ker's Lot 3 rod & 9 feet wide. James Wright's Lot 20 rod wide. Judah Wright's Lot  
12 rod wide. John Holton's Lot 15 rod & 8 feet wide. Half Antkafon's Lot 10 rod  
wide. Christopher Smith's Lot 6 rod wide. James North's Lot 6 rod wide. Sam-  
Janes's Lot 5 rod wide. Thomas Lyman's Lot 20 rod wide. Benjamin Alvord's  
Lot 5 rod wide. Daniel Strong's Lot 22 rod wide. Benoni Janes's Lot 7 rod wide  
John Sanitation's Lot 4 rod wide. Francis Keets's Lot 2 rod wide. Chenex or Al-  
vord's Lot 8 rod & 8 feet wide. Richard Burk's Lot 7 rod wide. Thomas Alvord's  
Lot 5 rod & 8 feet wide. Richard Webb's Lot 4 rod wide. Samuel Smith's Lot 7  
rod wide. Medad Pomeroy's Lot 11 rod wide to be paid to y<sup>e</sup> present Owners  
of y<sup>e</sup> above recited Lots at y<sup>e</sup> Rate of Twenty five Shillings by y<sup>e</sup> Acre for all  
y<sup>e</sup> Upland and at y<sup>e</sup> Rate of Thirty five Shillings by y<sup>e</sup> Acre for y<sup>e</sup> Swamp  
and Swampy Ground for all y<sup>e</sup> Land y<sup>e</sup> aforesaid Highway taketh off of y<sup>e</sup> above  
said Lots. Also y<sup>e</sup> above said Highway is to be four rods wide and is marked in y<sup>e</sup>  
Center of said Road laid out by us May 19. y<sup>e</sup> 64. Given Under our hands and  
Seals. Furthermore we are of Opinion that the County Road from y<sup>e</sup> place where  
a New Town Road lately laid out by y<sup>e</sup> Town of Northampton called thirty hire road  
into y<sup>e</sup> place in Westfield Road Nathaniel Edwards Monument be discontinued from  
being a County Road. Benjamin Day & Seal. John Shepard & Seal. Phineas  
Chapin & Seal. John Hale & Seal. John Ingalls & Seal. The foregoing re-  
turn was now brought into Court and presented to y<sup>e</sup> said Court & y<sup>e</sup> same being read  
and considered is accepted & it is Ordered that it be Recorded with y<sup>e</sup> Records of this  
Term of this Court and y<sup>e</sup> way therein mentioned & Described hereafter known &  
considered as a highway. It is further Ordered that y<sup>e</sup> way mentioned in y<sup>e</sup> said  
Petition to be discontinued be discontinued & hereafter not known and considered  
as a highway. It is also further Considered by y<sup>e</sup> Court that y<sup>e</sup> Owners of y<sup>e</sup> Lots tra-  
verse mentioned be allowed for their Lands at y<sup>e</sup> Rate or Rates aforesaid and  
that they be paid y<sup>e</sup> same agreeable to y<sup>e</sup> Law of this province by y<sup>e</sup> Town of Northampton  
The foregoing Judgments and Orders were made  
and entered up in manner aforesaid and then the  
said Court was adjourned without Day  
Attest W. Williams Clerk.



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Hamphire <sup>ps</sup>. Anno Regni Regis Georgii Tertii Magnae Britanniae { Inferior  
Franciae et Hiberniae Quartae } Court

At his Majestys Inferior Court of Common Pleas begun and held { Nov<sup>r</sup>  
at Nottingham within and for y<sup>e</sup> County of Hamphire on y<sup>e</sup> Second Tues<sup>day</sup> } Term  
day of November being y<sup>e</sup> Thirteenth Day of y<sup>e</sup> same Month Anno { 1764  
Domini 1764 —

Present

Jury for Trials

Israel Williams Esq<sup>r</sup>.  
Josiah Dwight Esq<sup>r</sup>.  
Timothy Dwight Jun<sup>r</sup>. Esq<sup>r</sup>.  
Thos Williams Esq<sup>r</sup>.

Joseph Bridgman foreman

Levi Bly

Suppley Clap

John Lyman

Sett Graves

Peter Graves

Ebenezer Marsh Jun<sup>r</sup>.

Thomas Hook

Noah Goodman

Simond Lyman

de Tal<sup>r</sup> Josiah Clark } Read by said or Pyncheon

do Joel Hunt }

do Noah Smith Jun<sup>r</sup>. Whitcomb vs Gibbs —

John Read Esq<sup>r</sup>. Ruth Ann Gentlewoman Charles Morris Esq<sup>r</sup>. and Mary his Wife as Read Esq<sup>r</sup>  
Abigail Miller Gentlewoman William Read Gentleman Henry Paget Merchant and { Pyncheon  
Deborah his Wife y<sup>e</sup> said Charles and Henry in Right of their said Wives Pl<sup>t</sup>. vs Willi- Warranton  
am Pyncheon Gentleman Ebenezer Hitchcock Gentleman James Warriner Gentle-  
man John Ashley Esq<sup>r</sup>. <sup>Ididiah</sup> Bliss Gentleman Tenants by their Respective Warranty  
(as appears on Record heretofore) Defendants In a Plea of Entry upon Disseizin in y<sup>e</sup>  
P<sup>re</sup>ss<sup>es</sup> And now y<sup>e</sup> said John Read Esq<sup>r</sup>. Ruth Ann Charles Morris and Mary his Wife  
Abigail Miller William Read Henry Paget and Deborah his Wife by John Wootthing-  
ton Esq<sup>r</sup>. their Attorney, <sup>come here</sup> And Demand against y<sup>e</sup> said William Pyncheon Ebenezer Hitch-  
cock James Warriner John Ashley & Ididiah Bliss Tenants by their Warranty the  
Lands aforesaid with their Appurtenances as their Right of Inheritance and where-  
on y<sup>e</sup> said John Read Charles Morris & Mary his Wife Ruth Ann Abigail Miller Wil-  
liam Read Henry Paget and Deborah his Wife by their said Attorney say that y<sup>e</sup> said  
John Read Deed within thirty years last past was seized of y<sup>e</sup> Lands aforesaid with y<sup>e</sup>  
Appurtenances in his own Right as of his Inheritance and right in a peaceable  
time taking y<sup>e</sup> profits thereof by y<sup>e</sup> Value of forty Shillings by y<sup>e</sup> year and that the  
said John Pyncheon Unjustly and without Judgment disseized them thereof  
and that from y<sup>e</sup> said John Read y<sup>e</sup> Father y<sup>e</sup> Right by y<sup>e</sup> Lands aforesaid with the  
Appurtenances by y<sup>e</sup> Law of this province descended and came by y<sup>e</sup> Plaintiffs y<sup>e</sup>  
said John Read Ruth Abigail William Mary & Deborah his Children and Coheirs in form &  
proportion aforesaid and that y<sup>e</sup> said William Pyncheon James Warriner Ebenezer  
Hitchcock Ididiah Bliss and John Ashley had no Entry into y<sup>e</sup> Lands aforesaid with  
the Appurtenances untill after y<sup>e</sup> Disseizin which y<sup>e</sup> said John Pyncheon Unjustly  
and without Judgment made as aforesaid and whereof y<sup>e</sup> said William Pyncheon

Ebenezer



# In this motion to wit against the said William Pymon Nine Twenty eighth part, and James Warriner seven Thirteen by eight parts, of said Edidiah & Bliss four twenty eighth parts, Blunzer & Hittinon afore said four twenty eighth parts and against the said John Ashley four twenty eighth parts

18. Blunzer & Hittinon James Warriner Edidiah Bliss John Ashley will humbly de-  
 Read by the Court the Plaintiffs. Wherefore they bring this suit by their Attorney afore said and  
 Pymon & Hittinon } 2d this James Warriner of said William Pymon by Joseph Hawley Esq. Blunzer & Hittinon  
 by Daniel Hittinon his Attorney & James Warriner Edidiah Bliss and so on they  
 by Moses Bliss Gentleman their Attorney come here and defend their Right in  
 the said Demanded premises when he and say that said James Warriner is not guilty  
 in manner and form as y<sup>e</sup> plaintiffs in their Declaration have alleged and have  
 of put themselves on y<sup>e</sup> Country. And y<sup>e</sup> said John Read Ruth Abigail Charles &  
 Mary William Henry and Deborah his wife do say same by their said Attorney  
 The said parties having had a full hearing by their said Attorneys learned in the Law  
 y<sup>e</sup> Case was committed to y<sup>e</sup> Jury Mr. Joseph Poideman foreman and his fellows  
 who returned their Verdict therein and on Oath say they find for y<sup>e</sup> plaintiffs y<sup>e</sup>  
 Land sued for and Costs of Court. It is therefore considered by y<sup>e</sup> Court that the  
 Plaintiffs do recover against y<sup>e</sup> Defendants y<sup>e</sup> Lands sued for & Costs of Court. And  
 2d And they may have their Execution thereof. The said Defendants by Moses  
 Bliss Gentleman their Attorney Appeal from y<sup>e</sup> Judgment of this Court by Su-  
 perior Court of Judicature to be holden at Springfield within and for the County  
 of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with  
 Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Defendants prosecuting their Appeal with Effect  
 as by said Recognizance on file appears

Read by the Court the Defendants. The said Robert Moulton by his Attorney  
 de or Moulton } John Read Esq. Ruth Ann Gentlewoman Charles Morris Esq. and Mary his Wife Abigail  
 Miller Gentlewoman William Read Gentleman Henry Esq. Merchant & Deborah his  
 Wife y<sup>e</sup> said Charles & Henry in Right of their said Wives. Plt vs Robert Moulton Deft  
 In a plea of Entry upon Dissein y<sup>e</sup> post (as appears upon Record heretofore) And y<sup>e</sup>  
 Plaintiffs by their said Attorney appear. By said Robert Moulton by Moses Bliss  
 Gentleman his Attorney comes here and defends his Right to y<sup>e</sup> said Demanded  
 premises & Reserving to himself Liberty to waive his Demurer and make a new  
 plea on y<sup>e</sup> Trial by Appeal says that y<sup>e</sup> Plaintiffs Declaration and matters there-  
 in contained is insufficient in Law and that he hath noneed neither in the hold-  
 en by Law to answer thereto all which he is ready to verify and thereof  
 prays Judgment and Judgment for his Costs. And y<sup>e</sup> said plts by their  
 said Attorney say their Declaration is sufficient. The Premises being viewed  
 by y<sup>e</sup> Court now here it appears to y<sup>e</sup> said Court that y<sup>e</sup> said Declaration of y<sup>e</sup> said  
 Plaintiffs is good and sufficient in Law and well brought and that y<sup>e</sup> said Deft have no  
 not denied y<sup>e</sup> same. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said plts  
 do recover against y<sup>e</sup> Deft y<sup>e</sup> Reversion of y<sup>e</sup> Lands sued for and Costs of Court And  
 2d They may have their Execution thereof. The said Robert Moulton by Moses  
 Bliss Gent. his Attorney Appeal from y<sup>e</sup> Judgment of this Court by Superior  
 Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of  
 Hampshire on y<sup>e</sup> fourth Tuesday of September Next & he Recognizes with Sure-  
 ties as y<sup>e</sup> Law Directs that y<sup>e</sup> said Robert prosecute y<sup>e</sup> Appeal with Effect as by  
 the said Recognizance on file appears

Fitch  
 or Gordon } H. Dinah Fitch of Windsor Plt vs Samuel Gordon of Oakham Deft in a plea  
 of y<sup>e</sup> Case (as appears on Record heretofore) And the said parties by their said  
 Attorneys come here into Court and pray that y<sup>e</sup> Cause may be con-



continued under y<sup>e</sup> same Rule that it was continued <sup>under</sup> at y<sup>e</sup> last Term of this Court  
it is ordered to be continued till y<sup>e</sup> next Term of this Court under y<sup>e</sup> said Rule —

Joel Bly Yeoman & Benjamin Leonard Yeoman Pl<sup>t</sup> vs John Townley Merchant  
Def<sup>t</sup> In a plea of y<sup>e</sup> Case (as by y<sup>e</sup> Record heretofore) And y<sup>e</sup> said parties by their said  
Attorneys come into Court and pray that y<sup>e</sup> Cause may be continued under y<sup>e</sup>  
Rule as at y<sup>e</sup> last Term of this Court. Ordered that y<sup>e</sup> Cause be continued under  
y<sup>e</sup> said Rule till y<sup>e</sup> Next Term of this Court —

Isid Lyman of Northampton who uses as well for y<sup>e</sup> Lord y<sup>e</sup> King as for himself in  
his behalf pl<sup>t</sup> vs Alexander Thompson def<sup>t</sup> In a plea wherein y<sup>e</sup> pl<sup>t</sup> complains  
y<sup>e</sup> said Alexander for this to wit that he hath sold him without Licence or per-  
mit Contrary to Law &c (as on Record heretofore) y<sup>e</sup> said Parties come here. And y<sup>e</sup>  
said pl<sup>t</sup> prays he may have a further Day before y<sup>e</sup> Lord y<sup>e</sup> King here until y<sup>e</sup> Second  
Tuesday of February Next ensuing / y<sup>e</sup> defendant consenting it is granted him —

John Cotton and others pl<sup>t</sup> vs Luke Hittichock def<sup>t</sup> In a plea of Entry upon dis-  
seisin in y<sup>e</sup> Post (as on Record heretofore) the said parties who appeared at y<sup>e</sup> last Term  
of this Court now come here and agree that y<sup>e</sup> Cause should be continued. It is there-  
fore Continued to y<sup>e</sup> Second Tuesday of February Next y<sup>e</sup> Next Term of this Court.

Robert Hamilton of Chesterfield pl<sup>t</sup> vs Robert Hamilton of Blanford in a  
plea of y<sup>e</sup> Case (as on Record heretofore) y<sup>e</sup> said parties come here And Josiah  
Pomeroy and Nathaniel Clark Jun<sup>r</sup> two of y<sup>e</sup> Referees appointed at a past Term  
of this Court bring their Award herein these words To wit We the Subscribers  
being appointed to award and determine between y<sup>e</sup> said Parties and having heard and  
fully considered y<sup>e</sup> pleas & Allegations of both said parties they be by present do  
award Judge and Determine that said Robert of Chesterfield have and recover of  
y<sup>e</sup> said Robert of Blanford the Sum of forty three pounds twelve shillings and  
Nine pence and Costs of Court and Costs of this reference which is three pounds  
sixteen shillings and six pence to be in full satisfaction of all Demands. The  
said Report being read and Considered is accepted. It is therefore Considered that y<sup>e</sup>  
said Robert <sup>of Chesterfield</sup> do recover against y<sup>e</sup> said Robert of Blanford £43.12.9 Damages and  
Costs of Court and Costs of y<sup>e</sup> above said Reference Taxed at London and he may  
have his execution there of —  
Done in 6<sup>th</sup> Dec. 1764 —

John Wright of Northampton Executor of y<sup>e</sup> last Will and Testament of Horebiah —  
Wright of Northampton deceased Pl<sup>t</sup> vs Samuel Sudd def<sup>t</sup> In a plea of y<sup>e</sup> Case  
(as on Record heretofore) y<sup>e</sup> Parties appear And y<sup>e</sup> Referees heretofore appointed  
now bring their Award into this Court in these words. We y<sup>e</sup> Subscribers being appoint-  
ed as Referees to issue a controversy between John Wright Executor of y<sup>e</sup> last Will  
and Testament of Horebiah Wright lately deceased Pl<sup>t</sup> and Samuel Sudd def<sup>t</sup> hav-  
ing heard y<sup>e</sup> parties their pleas on both sides and Maturely weighing the matter  
We do award and find for y<sup>e</sup> plant<sup>t</sup> y<sup>e</sup> Sum of fourteen shillings Damage and Cost  
and Cost of y<sup>e</sup> Referees being two shillings in y<sup>e</sup> whole six shillings. y<sup>e</sup> said Report being  
read and Considered is accepted. It is therefore Considered by y<sup>e</sup> Court y<sup>e</sup> y<sup>e</sup> said John  
do recover against y<sup>e</sup> said Samuel £6.14 Damages and Costs of Court and Costs of  
y<sup>e</sup> said Reference Taxed at London and he may have his execution there of —  
Done in 3<sup>rd</sup> June 1765



19  
Mills  
vs  
Owen  
Ebenzer Mills of Simsbury Plt vs Asahel Owen of Westfield deft In a plea of  
y<sup>e</sup> Case (as on Record heretofore) The said Ebenzer Mills being three times cal-  
led to come into Court in Nonuit and y<sup>e</sup> said Asahel Owen being in like manner  
called does not appear & y<sup>e</sup> Action is Dismissed

Granger  
vs  
Burbank  
Charles Granger of Suffield plt vs Timothy Burbank of Springfield deft In a plea of  
y<sup>e</sup> Case (as on Record heretofore) The said parties appear and y<sup>e</sup> said Charles prays y<sup>e</sup>  
y<sup>e</sup> Action may be continued at y<sup>e</sup> Next Term of this Court y<sup>e</sup> Defendant's Content-  
ing he having y<sup>e</sup> same liberty offering his Account as granted at y<sup>e</sup> last Term y<sup>e</sup> said Ac-  
tion is Continued &c

Baldwell  
vs  
Ely  
Charles Baldwin of Hartford plt vs Joel Ely of Springfield deft In a plea of y<sup>e</sup> Case  
(as on Record heretofore) y<sup>e</sup> said Charles by his said Attorney appears & y<sup>e</sup> said Joel be-  
ing three times publicly called to come into Court makes default of appearance  
It is therefore Considered that y<sup>e</sup> said Charles do recover against y<sup>e</sup> said Joel the  
sum of £12-15-0 full Money Damages and Cost of Court Paid at & during y<sup>e</sup> of the Mo-  
ney. And they may have their Execution thereof &c - - - Exon. 27 Nov. 27. 1764

Pomeroy  
adm<sup>r</sup> vs  
Barton  
Elisha Pomeroy Adm<sup>r</sup> plt vs James Barton deft In a plea of y<sup>e</sup> Case &c (as on Re-  
cord heretofore) The said parties come here and pray y<sup>e</sup> Case may be continued  
under y<sup>e</sup> same Rule as at y<sup>e</sup> last Term of this Court and that they may have a Day  
untill y<sup>e</sup> Next Term of this Court. It is Continued &c

Pomeroy  
adm<sup>r</sup> vs  
Dickinson  
Elisha Pomeroy Administrator Plt vs Moses Dickinson deft In a plea of y<sup>e</sup> Case (as  
on Record heretofore) The parties by their Attornies come into Court & Clearer. Peter  
Esq. Daniel White & Joseph Root Gentlemen Referees heretofore appointed now bring  
their Award into Court in these words that y<sup>e</sup> within said Administration pay to  
y<sup>e</sup> said Moses Dickinson y<sup>e</sup> whole of y<sup>e</sup> Costs that y<sup>e</sup> said Moses Dickinson hath been at  
in y<sup>e</sup> defence of y<sup>e</sup> within mentioned Suit at y<sup>e</sup> Court and for his Attendance before  
y<sup>e</sup> Arbitrators &c 12/ and that y<sup>e</sup> said Administrators also pay to y<sup>e</sup> said Arbitrators their  
demands for hearing y<sup>e</sup> Case viz to Clearer Porter 1/4 to Captain White 1/8 & to Captain Root  
4/ and that y<sup>e</sup> said Moses Dickinson <sup>be discharged</sup> from all Demands from y<sup>e</sup> Estate of y<sup>e</sup> said Elisha  
decd<sup>d</sup> previous to y<sup>e</sup> 20<sup>th</sup> Day of December 1758 which Award being Read & Consider-  
ed is Accepted. It is therefore Considered that y<sup>e</sup> said Moses Dickinson do recover  
against y<sup>e</sup> said Administrators y<sup>e</sup> sum of £5-15-7 for his Costs of Court and Costs  
before y<sup>e</sup> Referees and he may have his Execution thereof &c

Whitcomb  
vs  
Gibbs  
Cottonway Whitcomb plt vs Abraham Gibbs deft In a plea of Trespass &c (as on Record here-  
tofore) The parties viz y<sup>e</sup> said Cottonway by Simeon Strong Gentleman his Attorney and  
y<sup>e</sup> said Abraham by John Worthington Esq. come into Court now here and Submit this  
Case to y<sup>e</sup> Determination and Award of Jonathan Chauncy Esq. and Mess<sup>rs</sup> Nathaniel Dwight  
Dwight and Elisha Hubbard or any two of them (Arbitrators mutually chosen by the  
said parties) And it is Ordered that y<sup>e</sup> said Arbitrators at some convenient time and  
place to be by them Agreed for this purpose do hear y<sup>e</sup> parties Consider y<sup>e</sup> Case to them sub-  
mitted as aforesaid and make their Award thereon and bring y<sup>e</sup> same into this Court as  
soon as may and y<sup>e</sup> same Award will be final. y<sup>e</sup> Action with y<sup>e</sup> proceedings there-  
in Continued &c

Gun  
vs  
Thiny  
Elisha Gun of Montague Plt vs Elisha Thiny deft In a plea of y<sup>e</sup> Case (as on Record here-  
tofore) The parties come here and y<sup>e</sup> plaintiff by Joseph Hawley Esq. prays that y<sup>e</sup> Case  
may be continued under y<sup>e</sup> same Rule as at y<sup>e</sup> last Term and that he may have a Day with



4<sup>th</sup> Second Tuesday of February y<sup>e</sup> Next Term of this Court and it is granted him { Gun vs  
and y<sup>e</sup> def<sup>t</sup> may also have y<sup>e</sup> same Day & y<sup>e</sup> Case is Continued &c { King

James Wilson of Springfield Plt vs Daniel Spelman of Granville def<sup>t</sup>. In a plea of y<sup>e</sup> { Wilson  
Case (as on Record heretofore) the said Parties by their Attorneys come into Court now here { Spelman  
& Mess<sup>rs</sup> Samuel Mather Moses Dewey and Nathaniel Weller, Arbitrators heretofore appointed  
now bring their Award here in these words to wit that y<sup>e</sup> plaintiff recover y<sup>e</sup> sum sued  
for viz three pounds and seven shillings and Costs of Court and of this Reference which  
is viz of y<sup>e</sup> Reference fourteen shillings & Ten pence to y<sup>e</sup> referees Ten shillings and four pence  
and to y<sup>e</sup> plt four shillings and six pence & which Award is accepted. It is therefore consid-  
ered by y<sup>e</sup> Court that y<sup>e</sup> said James do recover against y<sup>e</sup> said Daniel £3 y<sup>e</sup> of Lawfull  
Money Damages and £2 u 10 s 1 of like Money Costs of Court & Costs of Reference and  
he may have his Execution thereof &c Exon 10<sup>th</sup> Dec: 1764

John Moseley of Westfield Plt vs Benajah Webster etc of Windsor def<sup>t</sup>. In a plea of the Case { Moseley  
(as on Record heretofore) the said John Moseley by John Phelps Gentleman his Attorney { Webster  
Appears & y<sup>e</sup> said Benajah Webster being three times publickly called to come in  
to Court makes default of Apperance. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup>  
said John Moseley do recover against y<sup>e</sup> said Benajah Webster £2 u 15 s 4 Lawfull  
Money Damages and Costs of Court Taxed at £2 u 3 s of like Money and he may  
have his Execution thereof &c Exon 10<sup>th</sup> Dec: 1764

John Wilson of Peterham plt vs Benjamin Colton Jun<sup>r</sup> of Springfield def<sup>t</sup>. In a plea of { Wilson  
Debt (as on Record heretofore) the parties come here and pray that y<sup>e</sup> Case may be con- { Colton  
tinued under y<sup>e</sup> same Rule as at y<sup>e</sup> Last Term and that they may have a further Day  
till y<sup>e</sup> Second Tuesday of February Next y<sup>e</sup> Next Term of this Court, and it is granted  
them. y<sup>e</sup> Case is Continued &c

John Blyde of Springfield plt vs Eliakim Cooley of Springfield def<sup>t</sup>. In a plea of y<sup>e</sup> Case { Blyde  
(as on Record heretofore) the plt<sup>r</sup> appears and y<sup>e</sup> said Eliakim being three times publick- { Cooley  
ly called to come into Court makes default of Apperance. It is therefore consider-  
ed by y<sup>e</sup> Court that y<sup>e</sup> said John Blyde do recover against y<sup>e</sup> said Eliakim £20 u 4 s of  
Lawfull Money Damages and Costs Taxed at £2 u 1 s of like Money and they may  
have their Execution thereof &c Exon 10<sup>th</sup> Dec: 1764

John Saylor of Springfield plt vs Martin Smith et al def<sup>t</sup>s. In a plea of y<sup>e</sup> Case (as { Saylor  
on Record heretofore) y<sup>e</sup> parties by their said Attornies appear. & Benjamin Day { Smith  
Jonathan White and Daniel White y<sup>e</sup> Arbitrators heretofore mutually chosen by  
y<sup>e</sup> said parties to Award and Determine y<sup>e</sup> Case aforesaid now bring their Report  
here in these words on y<sup>e</sup> behalf of y<sup>e</sup> Rule of this Court. We the Subscribers meet toge-  
ther on y<sup>e</sup> Thirtieth Day of October 1764 and having Notified y<sup>e</sup> parties within Namd who  
were present we having heard their pleas and Allegations and Examined y<sup>e</sup> Evi-  
dences in y<sup>e</sup> Case and have maturely considered y<sup>e</sup> same do Award that y<sup>e</sup> plaintiff  
within mentioned Recover of y<sup>e</sup> Defendants within mentioned the sum of Twenty  
Pound Damages and Costs of Court. The said Report being Read & Considered  
is accepted. It is therefore considered by y<sup>e</sup> Court of y<sup>e</sup> Lord of Shire now  
here that y<sup>e</sup> said John Saylor of Springfield do recover against Martin Smith  
Jas Miller and John Rockwell of y<sup>e</sup> same Springfield £20 Lawfull Money Damages  
and Costs of Court Taxed at £2 u 13 s 4 of like Money & he may have his Exon<sup>r</sup> thereof  
&c Exon 10<sup>th</sup> Dec: 1764



20 - Ezra Clap of Westfield plt vs Joel Ely of Springfield def. In a plea of Case as on record heretofore y<sup>e</sup> said Parties by their Attornies come into Court and y<sup>e</sup> said Joel here in Court confesses that he owes to y<sup>e</sup> said Ezra Ten pound & Ten Shillings and Costs of Court It is therefore Considered that y<sup>e</sup> said Ezra do recover against y<sup>e</sup> said Joel £10 10 of Lawfull Money Damages and Costs of like Money Costs of Court and he may have his Execution thereof &c. Exon. 13<sup>th</sup> Dec. 1764

Gymnion vs Gots George Gymnion of Granville plt vs Thomas Gots late of Granville def. In a plea of the Case as on record heretofore y<sup>e</sup> said George by John Worthington Esq. appears. And the said Thomas being three times publicly called to come into Court makes Default of appearance. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said George do recover against y<sup>e</sup> said Thomas £3 10 of Lawfull Money Damages and Costs of like Money Costs of Suit & he may have his Execution thereof &c. Exon. 6<sup>th</sup> Dec. 1764

Day vs Ely Benjamin Day of Springfield plt vs Joel Ely of same Springfield def. In a plea of the Case as on record heretofore y<sup>e</sup> plt by John Worthington Esq. his Attorney appears and the said Joel y<sup>e</sup> def. being three times publicly called to come into Court makes default of appearance. It is therefore Considered by y<sup>e</sup> Court now here that the said Benjamin do recover against y<sup>e</sup> said Joel £4 8 of Lawfull Money Damages and Costs of Court & he may have his Execution. Afterwards y<sup>e</sup> said Joel by instantly his Attorney comes here and appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield and within y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September next & he recognizes with Sureties according to Law for y<sup>e</sup> said Joel prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears

Bliss vs Gymnion Abel Bliss of Springfield plt vs George Gymnion of same Springfield def. In a plea of y<sup>e</sup> Case as on record heretofore y<sup>e</sup> said Abel by John Worthington Esq. his Attorney appears & y<sup>e</sup> said George being three times publicly called to come into Court makes default of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Abel do recover against y<sup>e</sup> said George £9 10 of Lawfull Money Damages and Costs of Court & he may have his Execution thereof &c. Exon. 6<sup>th</sup> Dec. 1764

Fowler vs Sitton Biddad Fowler of Westfield plt vs Daniel Sitton of Blandford def. In a plea of y<sup>e</sup> Case as on record heretofore y<sup>e</sup> parties come into Court and pray that y<sup>e</sup> Case may be continued under y<sup>e</sup> same rule as at y<sup>e</sup> last Term of this Court and they have a further Day even untill y<sup>e</sup> second Tuesday of February Next y<sup>e</sup> Next Term of this Court and a Day is granted them till y<sup>e</sup> said second Tuesday of said February & y<sup>e</sup> Case is Continued &c.

Fowler vs Brown Biddad Fowler of Westfield plt vs William Brown def. In a plea of y<sup>e</sup> Case as on record heretofore y<sup>e</sup> parties by their Attorneys heretofore named come into Court and pray y<sup>e</sup> y<sup>e</sup> Case may be continued under y<sup>e</sup> same Rule as at y<sup>e</sup> last Term and that they may have a Day even untill y<sup>e</sup> second Tuesday of February Next y<sup>e</sup> Next Term of this Court and it is granted them & y<sup>e</sup> Case is Continued &c.

Fowler vs Ingersoll Biddad Fowler of Westfield plt vs John Ingersoll of same Westfield def. In a plea of y<sup>e</sup> Case as on record heretofore y<sup>e</sup> parties come into Court now here. And y<sup>e</sup> Refers to whom y<sup>e</sup> Case was heretofore submitted now bring their Report here in these words to wit that



that they having Notified y<sup>e</sup> parties & heard y<sup>e</sup> Case do Judge and Award that y<sup>e</sup> Plaintiff do recover against y<sup>e</sup> deft y<sup>e</sup> Sum of sixteen pounds Lawfull Money Damages and Costs the Report being Read & Considered y<sup>e</sup> same is Accepted. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said John & Co of Lawfull Money Damages & Costs of Court Tax at & about of like Money and he may have his Execution thereof &c

Exon. 18<sup>th</sup> July 1765

Fowler  
Ingraham

William Colton of Springfield plt. vs Peleg Spencer of Westfield def. In a plea of y<sup>e</sup> Case as by y<sup>e</sup> P<sup>l</sup>ts writ on file y<sup>e</sup> said William appears & being three times publicly called to come into Court makes default of Appearance here. It is therefore Considered by the Court now here that y<sup>e</sup> said William do recover against y<sup>e</sup> said Peleg & Co of Lawfull Money Damages and Costs of Court Tax at & about of like Money and he may have his Execution thereof &c

Exon. 19<sup>th</sup> Jan'y 1765

Colton  
Spencer

John Wilson of Blanford in Our County of Hampshire Yeoman plt. vs Josiah Parks of Westfield in y<sup>e</sup> same County Yeoman Def. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands three pounds Nineteen shillings and four pence two farthings which the said Josiah by his Note on y<sup>e</sup> 23 Day of March Anno Dom 1764 for Value Received promised y<sup>e</sup> said John to pay him on or before y<sup>e</sup> fifteenth Day of September then Next with y<sup>e</sup> Lawfull Interest thereof after three months from y<sup>e</sup> Date till paid &c y<sup>e</sup> P<sup>l</sup> by John Phelps Gentleman his Attorney appears y<sup>e</sup> said Josiah being three times publicly called to come into Court makes default of Appearance. It is therefore Considered by the Court that y<sup>e</sup> said John Wilson do recover against y<sup>e</sup> said Josiah & Co of Lawfull Money Damages and Costs of Court Tax at & about of like Money and he may have his Execution thereof &c

Exon. 19<sup>th</sup> Jan'y 1765

Wilson  
Parks

Daniel Goodwin of Hartford in Our County of Hartford & Colony of Connecticut in New-England Gentleman plt. vs Jacob Kellogg of Sheffield in Our County of Berkshire Yeoman def. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Daniel Demands three pounds five shillings and One penny half penny (as is fully declared in y<sup>e</sup> said Daniel's Writ). The said Daniel being three times publicly called to come into Court was Non suit and y<sup>e</sup> said Jacob being in like manner called did not appear & And y<sup>e</sup> Action is Dismissed

Exon. 12<sup>th</sup> Dec 1764

Goodwin  
Kellogg

Daniel Goodwin of Hartford in Our County of Hartford and Colony of Connecticut Gent. plt. vs Constantine Noble of Sheffield in Our County of Berkshire Yeoman def. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Daniel Demands of y<sup>e</sup> said Constantine three pounds Eighteen shillings and Nine pence for Sundry Goods Wares and Merchandises as by y<sup>e</sup> said Daniel's Writ on file fully appears. The said Daniel by John Phelps Gentleman his Attorney appears And y<sup>e</sup> said Constantine being three times publicly called to come into Court makes Default of Appearance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Daniel do recover against y<sup>e</sup> said Constantine the Sum of y<sup>e</sup> Sum of Lawfull Money Damages and Costs of Court Tax at & about of like Money Costs of Court &c he may have his Execution thereof &c

Exon. 12<sup>th</sup> Dec 1764

Goodwin  
Noble

Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield in Our County of Hampshire plt. vs Gurthom Ferre of y<sup>e</sup> same Springfield Husbandman def. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> p<sup>l</sup>ts Demand of y<sup>e</sup> deft Ten pounds thirteen shillings and three pence which y<sup>e</sup> deft by his Note on y<sup>e</sup> Nineteenth Day of May Anno Dom 1762 for Value received promised to pay them as Administrators on y<sup>e</sup> Estate of Captain Luke Bliss dead on Demand with Interest &c. the p<sup>l</sup>ts by Jonathan Bliss Gentleman their Attorney appears. And the

Exon. 12<sup>th</sup> Dec 1764

Bliss & Bliss  
Ferre







James Hooker of Windford in the County of Hartford and Colony of Connecticut p<sup>l</sup>t vs Job Alvord of Springfield in the County of Hampshire Gentleman def<sup>t</sup> In a plea of Case for that said Job at said Northampton on y<sup>e</sup> Twenty Ninth Day of April Anno Dom<sup>i</sup> 1763 by his Note of that Date for Value Received promised said James and Eunice to pay them Thirteen pounds Eight Shillings and Eleven pence Lawfull Money on Demand with Lawfull Intrest for y<sup>e</sup> same till paid. Yet y<sup>e</sup> said Job tho often Requested hath never paid said James & Eunice or either of them y<sup>e</sup> same or any penny thereof but Neglects it to y<sup>e</sup> Damage of y<sup>e</sup> said James & Eunice as they say Thirteen pounds. The p<sup>l</sup>t by Moses Bliss Gentleman their Attorney appear y<sup>e</sup> def<sup>t</sup> being three times publickly called to come into Court makes default of Apperance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> p<sup>l</sup>t do recover again<sup>st</sup> y<sup>e</sup> def<sup>t</sup> £14 13 11 of Lawfull Money Damages and Costs of Court said at £2 10 0 of like Money and they may have their Execution thereof. After all which y<sup>e</sup> def<sup>t</sup> by John Worthington Esq<sup>r</sup> comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour of Inducature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as the Law directs for y<sup>e</sup> def<sup>t</sup> prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears.

George Pynhon of Springfield in the County of Hampshire Gentleman p<sup>l</sup>t vs Timothy Wright of said Springfield Gentleman def<sup>t</sup> In a plea of Case for that said Timothy at said Springfield on y<sup>e</sup> Sixteenth Day of April Anno Dom<sup>i</sup> 1762 by his Note of that Date for Value Received promised said George to pay him Two pounds Nineteen Shillings and four pence Lawfull Money on Demand together with y<sup>e</sup> Lawfull Intrest for y<sup>e</sup> same till paid. Yet said Timothy though often Requested hath never paid said George y<sup>e</sup> same or any part thereof but hitherto hath & still Neglects and refuses to pay him y<sup>e</sup> same to y<sup>e</sup> Damage of y<sup>e</sup> said George as he saith £4. The said George by Moses Bliss Gent<sup>l</sup> his Attorney appears and y<sup>e</sup> said Timothy being three times publickly called to come into Court makes default of Apperance here. It is therefore Considered that y<sup>e</sup> said George do recover ag<sup>st</sup> y<sup>e</sup> said Timothy £2 19 4 of Lawfull Money Damages and £1 6 7 of like Money Costs of Court and he may have his Execution thereof. The said Timothy by John Worthington Esq<sup>r</sup> his Attorney afterwards at this same Term comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Inducature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Timothy prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears.

Richard Nuols of Middletown in the County of Hartford and Colony of Connecticut Gentleman p<sup>l</sup>t vs Jonathan Phelps of Northampton in the County of Hampshire Gentleman def<sup>t</sup> In a plea of Case for that said Jonathan at said Northampton on y<sup>e</sup> Sixteenth Day of July Anno Dom<sup>i</sup> 1763 by his Note of that Date for Value Received promised y<sup>e</sup> said Richard to pay him Nineteen pounds Lawfull Money in two Months from y<sup>e</sup> Date of said Note with Lawfull Intrest for y<sup>e</sup> same till paid & also for that said Jonathan at said Northampton on y<sup>e</sup> first Day of October Last was justly Indebted to said Richard in the sum



Sum of Twelve pounds and four pence Lawfull Money According to y<sup>e</sup> hereto an-  
nued <sup>to wit by y<sup>e</sup> Deft<sup>r</sup> With</sup> and in Consideration thereof said Jonathan then and there promised said  
Nichols } Richard to pay him y<sup>e</sup> same on Demand. Yet said Jonathan tho<sup>t</sup> often Requested  
or } hath never paid said Richard either of said Sums or any part thereof or the Int'ress  
Phelps } of y<sup>e</sup> same but hitherto hath and still Neglects and Refuses to pay him the same  
to y<sup>e</sup> Damage of y<sup>e</sup> said Richard as he saith £35. The said Richard by Moses Bliss Gent<sup>r</sup>  
his Attorney appears & y<sup>e</sup> said Jonathan though three times publicly called to  
come into Court makes default of Apperance here. It is therefore Considered  
by y<sup>e</sup> Court that y<sup>e</sup> said Richard do recover against y<sup>e</sup> said Jonathan £32. 10. 0.  
of Lawfull Money Damages and Costs of Court Taxed at £2. 10. 0. of like Money  
and he may have his Execution thereof &c. After all which at this same Term y<sup>e</sup>  
said Jonathan by Simeon Strong Gentleman his Attorney comes here and Appeals  
from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be hold-  
en at Springfield within and for said County on y<sup>e</sup> fourth Tuesday of Septem-  
ber next And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Jonathan  
prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file Ap-  
pears

Chapman } Samuel Chapman of Tolland in Our County of Hartford & Colony of Connecticut  
or } Gentleman plt<sup>r</sup> vs Samuel Birchard of Greenwich in Our County of Hampshire  
Birchard } yeoman an deft<sup>r</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> plt<sup>r</sup> declares that y<sup>e</sup> said Samuel the  
def<sup>r</sup> on y<sup>e</sup> first Day of June last past owed him y<sup>e</sup> plt<sup>r</sup> Nine pounds to ballance  
book account for divers Wares & Merchandises sold by y<sup>e</sup> plt<sup>r</sup> to y<sup>e</sup> def<sup>r</sup> before that  
time which y<sup>e</sup> def<sup>r</sup> hath never paid. The plt<sup>r</sup> by Moses Bliss Gentleman his At-  
torney appears y<sup>e</sup> def<sup>r</sup> being three times publicly called to come into Court  
makes default of Apperance here. It is therefore Considered by y<sup>e</sup> Court that  
y<sup>e</sup> plt<sup>r</sup> do recover against y<sup>e</sup> def<sup>r</sup> £9 of Lawfull Money Damages and Costs  
of Court Taxed at £2. 10. 0. of like Money & he may have his Execution &c.  
Exord<sup>r</sup> 27<sup>th</sup> Nov<sup>r</sup> 1764

McLean } Alexander McLean of Our City of New York in Our County and Province of New York  
or } Merchant plt<sup>r</sup> vs James Tate of Deerfield in Our said County of Hampshire Gentleman  
Tate } def<sup>r</sup> In a plea of Trepass on y<sup>e</sup> Case for that said James at Crown point that is to  
say at Northampton on y<sup>e</sup> Twenty eighth Day of June Anno Dom<sup>i</sup> 1765 by his  
Note Under his hand of that Date for Value Received promised One Edward Best to  
pay him or his Order on Demand Twenty three pounds Eleven Shillings and  
Six pence Currant Money of Our said province of New York equal in Value to  
Seventeen pounds fourteen Shillings Lawfull Money of Our province of the  
Massachusetts Bay as y<sup>e</sup> Plt<sup>r</sup> says and afterwards viz on y<sup>e</sup> same day and year  
last above said at said Crown point to wit at said Northampton said Edward Best  
by his Indorsement on said Note with his own hand subscribed thereto Indorsed  
the same Note over to said Alexander and thereby directed and Ordered and there  
by directed y<sup>e</sup> payment of y<sup>e</sup> Contents thereof then wholly due and Unpaid to  
be made by said James to said Alexander for Value Received of all which y<sup>e</sup> said  
Alexander then and there instantly gave y<sup>e</sup> said James notice and said James so  
became liable and Chargeable to pay y<sup>e</sup> same to y<sup>e</sup> said Alexander on Demand  
and then and there in Consideration thereof promised said Alexander to pay-  
him



him of James on Demand. but said James tho often Requested hath never paid said Alexander of James or any penny thereof but Neglects and Refuses to do so: of Damage of said Alexander as he faith £20. The said Alexander by Moses Blip Gentleman his Attorney Appears by said James y<sup>e</sup> clef being threetimes publicly called to come into Court makes default of Apperance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Alexander do recover against y<sup>e</sup> said James £17. 13. 4 of Lawfull Money Damages and Costs of Court Taxed at £3. 13. 4 of like <sup>mony</sup> and he may have his Execution &c. After all which y<sup>e</sup> said James by John Wothington Esq: comes here and Appeals from the Judgment of this Court to y<sup>e</sup> Superiour Court of Indication to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Surties as y<sup>e</sup> Law directs for y<sup>e</sup> said James prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file Appears —

George the Third &c. Joy Sherriff of Our County of Hampshire &c. — Greeting  
Whereas Benjamin Leonard Jun<sup>r</sup> and Joel Esq: both of Springfield in Our County of Hampshire  
Guomen before Our Justices of Our Inferiour Court of Common pleas holden at Northampton  
within and for Our said County of Hampshire on y<sup>e</sup> second Tuesday of February last past  
by y<sup>e</sup> Consideration of Our said Justices of Our said Court Recovered Judgment against John  
Woodbridge Jun<sup>r</sup> of South Hadley in Our said County Gentleman for y<sup>e</sup> Sum of Ten pound  
four shillings and eight pence Lawfull Money Damages and and Costs of Suit Taxed at thir-  
ty two shillings and seven pence whereof y<sup>e</sup> said John is Conwic and by y<sup>e</sup> Records  
and proceedings thereof in Our said Court Remaining fully and manifestly Appears  
and whereas Afterwards viz on y<sup>e</sup> fourth Day of May last said Benjamin and Joel sued  
out Our Writ of Execution of that Date directed to y<sup>e</sup> Sherriff of Our County his Under  
Sherriff or Deputy Commanding him of y<sup>e</sup> Goods Chattels Lands & Tenements of y<sup>e</sup>  
said John to cause to be paid and Satisfied unto them y<sup>e</sup> said Benjamin and Joel y<sup>e</sup>  
Sums aforesaid with one shilling and ten pence more for Our said Writ and for want  
thereof to take him y<sup>e</sup> said John Body and him Conwic unto Our Goal in said Spring-  
field to be safely kept till he should Satisfy and pay them y<sup>e</sup> said Benjamin and Joel y<sup>e</sup>  
Sums aforesaid or otherwise be duly Discharged, and return thereof to be made to Our then  
Near Inferiour Court of Common pleas to be holden at Springfield for said County  
on y<sup>e</sup> last Tuesday of August then next as by said Writ of Execution on file on file in  
the Clerks Office of Our said Inferiour Court being, Manifestly Appears which said  
Writ of Execution y<sup>e</sup> said Benjamin and Joel afterwards on y<sup>e</sup> same fourth Day  
of May aforesaid at said Springfield deliverd to one Moses Miller then and still a  
Deputy Sherriff Under Oliver Pertridg Esq: Sherriff of Our said County in due form  
of Law to be executed and due return thereof to be made of which said writ said Moses  
Miller Deputy Sherriff as aforesaid afterwards viz on y<sup>e</sup> twenty eighth Day of August  
aforesaid then next ensuing made return that he could not find any Estate of y<sup>e</sup> said John  
Woodbridge Jun<sup>r</sup> wherewith to satisfy y<sup>e</sup> Sums aforesaid containd in said Writ of  
Execution or y<sup>e</sup> Body of y<sup>e</sup> said John in his precinct and that y<sup>e</sup> same remained whol-  
ly Unsatisfied which said Judgment Remains in its full force not reversed nor hath  
said John ever paid y<sup>e</sup> Sums aforesaid or any penny thereof to y<sup>e</sup> said Benjamin and



23 Joel or either of them, And Whereas Ruggles Woodbridge of said South Hadley Geoman before  
Leonard  
or  
Woodbridge  
the recovery of said judgment viz on y<sup>e</sup> Twenty first Day of January last past at said  
Springfield was and became Surety and Bail for y<sup>e</sup> said John Woodbridge Jun<sup>r</sup>. Then  
Under an Arrest at y<sup>e</sup> said Suit of y<sup>e</sup> said Benjamin & Joel not only for him the said John  
appearing at our said Inferiour Court then next to be holden at Northampton as  
aforesaid on y<sup>e</sup> said Second Tuesday of February aforesaid and answering the plea  
of y<sup>e</sup> said Benjamin and Joel on y<sup>e</sup> said aforesaid but also for y<sup>e</sup> said John abiding  
doing and performing y<sup>e</sup> Judgment of our said Court thereon as by y<sup>e</sup> said Ruggles  
Bail Bond of that Date in Court to be produced fully appears, Nevertheless he the  
said John did not appear at our said last mentioned Court & answer y<sup>e</sup> said plea of  
y<sup>e</sup> said Benjamin and Joel against him y<sup>e</sup> said John neither hath he y<sup>e</sup> said John abode  
done or performed y<sup>e</sup> said Judgment of our said Court thereon or any way satisfied  
or paid them y<sup>e</sup> said Benjamin and Joel or either of them y<sup>e</sup> sum aforesaid recovered  
against him as aforesaid. As We have from y<sup>e</sup> Suggestions of y<sup>e</sup> said Benjamin and  
Joel and they y<sup>e</sup> said Benjamin and Joel have supplicated us to provide them meet &  
suitable Remedy in this behalf. We willing that Justice should be done herein  
Command you that you give Notice and make known to y<sup>e</sup> said Ruggles Wood-  
bridge that he be and Appear before our Justices of our Inferiour Court &c. To shew  
cause if any he have or knows any thing wherefore they y<sup>e</sup> said Benjamin and  
Joel should not have Execution of their said Damages and Costs aforesaid against  
y<sup>e</sup> said John in form aforesaid recovered against y<sup>e</sup> said Ruggles Woodbridge Bail  
and Surety as aforesaid Awarded and Adjudged to them & also for their Addition-  
al Costs of this Suit and further Provide and do what our said Court shall  
Award and Determine thereon and have you there &c. And our Sheriff re-  
turns that he has summoned y<sup>e</sup> said Ruggles &c. The said Benjamin and Joel  
by Moses Bliss Gentleman their Attorney <sup>appeared</sup> the said Ruggles by Simeon Strong  
Gentleman his Attorney comes into Court and Defends &c. And says that the  
said Benjamin and Joel ought not to have their Execution for their within  
mentioned Damages and Costs against him y<sup>e</sup> said Ruggles because he says  
that there is no such Record that y<sup>e</sup> Deputy Sheriff above named ever made return  
on said Execution that he could not find y<sup>e</sup> body of y<sup>e</sup> said John within named as  
the said Benjamin and Joel have set forth in their Writ which y<sup>e</sup> said Ruggles  
is ready to verify wherefore he prays Judgment if y<sup>e</sup> said Benjamin and Joel  
ought to have their Execution thereof against him. & y<sup>e</sup> said Benjamin and Joel re-  
ply and say that they ought not to be precluded from having their said Execution for their  
Damages and Costs aforesaid against him the said Ruggles by any thing by him before  
alleged because they say that there is had such a Record of y<sup>e</sup> said Return of y<sup>e</sup> said Deputy  
Sheriff that he could not find y<sup>e</sup> body of y<sup>e</sup> said John Woodbridge in his precinct as appears  
by y<sup>e</sup> Indorsement of y<sup>e</sup> said Deputy Sheriff on y<sup>e</sup> back of said Writ of Execution lying  
on file in y<sup>e</sup> Clerks Office of y<sup>e</sup> said Inferiour Court which said Record they y<sup>e</sup> said Benja-  
min and Joel pray may be Inspected by this Honourable Court and that their said  
Execution for their said Damages and Costs be Adjudged them and for their Costs of  
this Suit. Thereupon all and singular y<sup>e</sup> premises being viewed and by the Justices  
of



of Lord y<sup>e</sup> thing nowhere fully understood, and y<sup>e</sup> Writ of Exon in y<sup>e</sup> aforesaid Writ of Leonard  
the faias mentioned being inspected it appears by said Justices of y<sup>e</sup> said Lord y<sup>e</sup> King  
now here that there is such return made on said Writ of Exon by y<sup>e</sup> aforesaid De-  
puty Sheriff as is declared in said Writ of faias. It is therefore considered by y<sup>e</sup>  
Justices of y<sup>e</sup> Lord y<sup>e</sup> thing nowhere that y<sup>e</sup> said Benjamin and Joel do recover of  
y<sup>e</sup> said Ruggles & 11 y<sup>e</sup> 3 Debt being y<sup>e</sup> Chancery of y<sup>e</sup> aforesaid Bail Bond in Equity and  
£ 13-1 Costs of this Suit and they may have their Execution &c. The said Ruggles  
by Simeon Strong Gentleman his Attorney aforesaid Appeals from the Judg-  
ment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield  
within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next  
and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Ruggles prosecuting  
his Appeal with Effect as by y<sup>e</sup> said Recognizance on file fully appears &c.

Ebenezer Williams of Pomfret in y<sup>e</sup> County of Windham in y<sup>e</sup> Colony of Connecticut Esq<sup>r</sup>  
p<sup>l</sup>t vs Phinehas Smith y<sup>e</sup> Second of South Hadley and John Kellogg of Hadley in y<sup>e</sup> Coun-  
ty of Hampshire Husbandmen deff<sup>s</sup> in a plea that y<sup>e</sup> said Phinehas and John tender to y<sup>e</sup>  
said Ebenezer y<sup>e</sup> Sum of fifty three pounds Lawfull Money which to him they owe and from  
him unjustly detain and whereon y<sup>e</sup> said Ebenezer says that y<sup>e</sup> said Phinehas and John at Hadley  
aforesaid on y<sup>e</sup> fifteenth Day of July Anno Dom<sup>i</sup> 1762 by their Joint Bond under their hands  
and Seals of that Date in Court to be produced bound and Obliged themselves to y<sup>e</sup> p<sup>l</sup>t in  
y<sup>e</sup> aforesaid Sum of fifty three pounds Lawfull Money to be paid him on Demand, yet  
y<sup>e</sup> deff<sup>s</sup> have never paid said Sum or any part &c. The p<sup>l</sup>t by Elisha Porter Gentleman  
his Attorney appears, and y<sup>e</sup> said Phinehas and John being three times publicly called  
to come into Court make Default of appearance here. It is therefore considered by the  
Court now here that y<sup>e</sup> said Ebenezer do recover against y<sup>e</sup> said Phinehas and John £ 30-9-1  
Debt being y<sup>e</sup> Chancery of y<sup>e</sup> said bond in Equity and Costs of Suit Taxed at £ 2-5-11. and he  
may have his Exon &c. Afterwards at this same term y<sup>e</sup> said Phinehas and John by  
Simeon Strong Gentleman their Attorney come here and Appeal from y<sup>e</sup> Judgment of  
this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes  
with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Phinehas and John prosecuting their Appeal  
with Effect as by y<sup>e</sup> said Recognizance on file appears &c.

James Ferry of South Hadley in y<sup>e</sup> County of Hampshire Groom an p<sup>l</sup>t vs Elisha Alvord of y<sup>e</sup> same  
South Hadley Groom an deff<sup>s</sup> In a plea of Case wherein y<sup>e</sup> said James declares that y<sup>e</sup> said Elisha  
on y<sup>e</sup> thirty first Day of January last past <sup>in writ Jan<sup>y</sup> 1764</sup> by his Note for Value received promised y<sup>e</sup> said James  
to pay him six pounds worth of shingles and Clabboards in June next after y<sup>e</sup> Date of said Note  
and also that y<sup>e</sup> said Elisha on y<sup>e</sup> twenty first Day of February <sup>last past</sup> by one other Note of that Date  
for value received promised y<sup>e</sup> said James to pay him thirty three Shillings on Demand with In-  
terest &c. and also that said Elisha on y<sup>e</sup> same twenty first Day of February aforesaid by one other  
Note promised y<sup>e</sup> said James for Value received to pay him one other Sum of thirty three Shillings  
on Demand with Interest &c. & also that said Elisha on y<sup>e</sup> same twenty first Day of February  
by one other Note for Value received promised said James to pay him one other Sum of thirty  
three Shillings on Demand with Interest &c. and also that said Elisha on y<sup>e</sup> same twenty  
first Day of February aforesaid by his other Note for Value received promised said James to pay  
one other Sum of thirty two Shillings on Demand with Interest &c. yet y<sup>e</sup> said Elisha hath never  
performed



24 performed either of his said promises the pl<sup>t</sup> by Elisha Porter Gentleman his Attorney  
Henry Alford } appears. And y<sup>e</sup> said Elisha being three times publicly called to come into Court makes  
default of appearance here. It is therefore considered by y<sup>e</sup> Court now here that the said  
James do recover against y<sup>e</sup> said Elisha the sum of Lawfull Money Damages and  
Costs of Court Taxed at £ 10 of like Money &c - Exon 1<sup>st</sup> 6<sup>th</sup> December 1764 -

White vs Cook } Joel White of Bolton in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman  
pl<sup>t</sup> vs John Cook of Hardwich in y<sup>e</sup> County of Worcester Yeoman deft. In a plea of  
Trespas on y<sup>e</sup> Case wherein y<sup>e</sup> said Joel Demands of y<sup>e</sup> said John Two pounds twelve  
Shillings and five pence which y<sup>e</sup> said John by his Note for Value received on y<sup>e</sup> Ninth  
Day of August last past promised to pay him on Demand with Interest &c. The said  
Joel by Justitly Gentleman his Attorney appears. The said John though three  
times publicly called to come into Court makes default of appearance here. It  
is therefore considered that y<sup>e</sup> said Joel do recover against y<sup>e</sup> said John £ 13. 1. 2  
of Lawfull Money Damages and Costs of Court Taxed at £ 5 of like Money  
and he may have his Exon &c - - - Exon 1<sup>st</sup> 3<sup>rd</sup> Dec<sup>r</sup> 1764 -

Graham vs Lane } Richard Crouch Graham of Pelham in y<sup>e</sup> County of Hampshire Clerk pl<sup>t</sup> vs Cornelius  
Lane late of said Pelham Yeoman deft. In a plea of y<sup>e</sup> Case for that said Cornelius at said  
Pelham on y<sup>e</sup> Eighth Day of May Anno Dom<sup>i</sup> 1764 by his Note for Value received promised  
said Richard Crouch Graham to pay him y<sup>e</sup> Sum of three pounds Ten Shillings Lawfull  
Money by y<sup>e</sup> first Day of September then Next and in Case payment should not be  
made thereof by said time then to pay y<sup>e</sup> Lawfull Interest of y<sup>e</sup> said Sum from and after  
the said time of payment till y<sup>e</sup> same should be paid - Also for that said Cornelius at said  
Pelham on y<sup>e</sup> last Day of September last past owed y<sup>e</sup> said Richard the Sum of twelve Shillings  
Lawfull Money for sundry Ware Goods and Merchandises by said Richard to said Cornelius  
at said Cornelius special Instance and Request before that time sold & Delivered; and then  
and there in consideration thereof y<sup>e</sup> said Cornelius undertook & promised said Richard  
to pay him y<sup>e</sup> last Mentioned Sum on Demand yet said Cornelius hath not fulfilled ei-  
ther of his said promises &c the pl<sup>t</sup> by Simeon Strong Gentleman his Attorney appears  
y<sup>e</sup> said Cornelius being three times publicly called to come into Court makes De-  
fault of appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Richard  
do recover against y<sup>e</sup> said Cornelius £ 3. 15. 7. 3 of Lawfull Money Damages and £ 13. 15 of  
like Money Costs of Court and he may have his Exon &c After all which y<sup>e</sup> said Cornelius  
by Elisha Porter Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment  
of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within &  
for said County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he recog-  
nizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Cornelius prosecuting y<sup>e</sup> Appeal with  
Effect as by y<sup>e</sup> said Recognisance on file appears

Patterson vs Cleaveland } James Patterson of Greenwich in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Ephraim Cleaveland  
of Hardwich in y<sup>e</sup> County of Worcester Yeoman deft. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said James  
Demands of y<sup>e</sup> said Ephraim Nine pounds & One penny Lawfull Money which y<sup>e</sup> said  
Ephraim by his <sup>note</sup> on y<sup>e</sup> sixteenth Day of March Anno Dom<sup>i</sup> 1764 for Value received pro-  
mised to pay him on Demand with Interest &c the pl<sup>t</sup> by Simeon Strong Gentleman  
his Attorney appears. The said Ephraim tho three times publicly called to come  
into



into Court makes Default of Appearance here it is therefore Considered by the Court }  
that y<sup>e</sup> said James do recover against y<sup>e</sup> said Cythraim & y<sup>e</sup> 3 of Lawfull Money Da- }  
mages and Costs of Court Tax at £ 1. 10. 11 of like Money and he may have his }  
Exon. &c. ----- Exon. 16<sup>th</sup> Jan'y 1765

John Ledyard of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Esq<sup>r</sup> - pl<sup>t</sup> }  
vs Ebenezer Seaward of Granville in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> }  
Case wherein y<sup>e</sup> said John Demands of y<sup>e</sup> said Ebenezer Nine pounds, Seventeen Shillings }  
which y<sup>e</sup> said Ebenezer by his Note on y<sup>e</sup> Thirtieth Day of January Anno Dom<sup>i</sup> 1764 for }  
Value received promised y<sup>e</sup> said John to pay him within two Months from said Thirtieth Day }  
of January aforesaid with Intrest &c. the said John by John Phelps Gentleman his At- }  
torney Appears. the said said Ebenezer being three times publickly called to come into }  
Court makes default of Appearance here. It is therefore Considered by y<sup>e</sup> Court now }  
here that y<sup>e</sup> said John Ledyard Esq<sup>r</sup> do recover against y<sup>e</sup> said Ebenezer £ 10. 17. 17 of }  
Lawfull Money Damages and Costs of Court Tax at £ 1. 10. 11 of like Money and he }  
may have &c. ----- Exon. 12<sup>th</sup> Dec<sup>r</sup> 1764

John Phelps of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Noadiah }  
Grave of Granville in y<sup>e</sup> same County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> }  
said John Demands against y<sup>e</sup> said Noadiah two pounds and twelve Shillings which y<sup>e</sup> }  
said Noadiah on y<sup>e</sup> twenty fourth Day of September Anno Dom<sup>i</sup> 1764 by his Note pro- }  
mised for Value received to pay said John or his Order on Demand with Intrest &c. the said }  
John in his proper person Appears. the said Noadiah being three times publickly called }  
to come into Court makes default of Appearance. It is therefore Considered that y<sup>e</sup> }  
said John do recover against y<sup>e</sup> said Noadiah £ 2. 12. 0 of Lawfull Money and }  
Costs of Court Tax at £ 1. 10. 11 of like Money & he may have his Exon &c. -----

Lucas Bliss Gentleman & Lewis Bliss Gentleman both of Springfield in y<sup>e</sup> County of Hamp- }  
shire pl<sup>t</sup> vs Aaron Cooley of y<sup>e</sup> same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case }  
wherein y<sup>e</sup> pl<sup>t</sup> Demand of y<sup>e</sup> said Aaron three pounds, fifteen Shillings and two pence }  
two farthings which y<sup>e</sup> said Aaron on y<sup>e</sup> fourth Day of February 1762 by his Note pro- }  
mised for Value received to pay them on Demand with Intrest &c. the pl<sup>t</sup> by Come- }  
lius Jones Gentleman their Attorney Appears. And y<sup>e</sup> said Aaron being three times pub- }  
lickly called to come into Court makes default of Appearance here. It is therefore Consi- }  
dered by y<sup>e</sup> Court now here that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> said Aaron £ 3. 15. 2 of Law- }  
full Money Damages and Costs of Court Tax at £ 1. 10. 11 of like Money and they may }  
have their Exon &c. Afterwards at this same Term y<sup>e</sup> said Aaron by Moses Bliss Gent. }  
his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior }  
Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hamp- }  
shire on y<sup>e</sup> fourth Tuesday of September Next and he recognises with Sureties as y<sup>e</sup> }  
Law directs for y<sup>e</sup> said Aarons prosecuting his Appeal with Effect as by y<sup>e</sup> said Recog- }  
nizance on file Appears -----

Cornelius Jones of Springfield in y<sup>e</sup> County of Hampshire Gent. pl<sup>t</sup> vs William Worthington }  
of y<sup>e</sup> same Springfield Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Cornelius Demands }  
against y<sup>e</sup> said William three pounds and five Shillings which y<sup>e</sup> said William by his }  
note -----



25 Note on the Twenty first Day of October y<sup>ts</sup> promise for Value Received to pay to y<sup>e</sup>  
Jones { said Cornelius on Demand with Interest &c. the p<sup>t</sup> in his proper person appears and  
or { y<sup>e</sup> said William being three times publicly called to come into Court makes default  
Worthington of appearance. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Cornelius do re-  
cover against y<sup>e</sup> said William £ 3. 9. 3 of Lawfull Money Damages and Costs  
of Court Taxed at £ 1. 15. 3 of like Money And he may have his Exec<sup>n</sup> &c.

or Benjamin Hotham of Suffield in y<sup>e</sup> County of Hampshire Yeoman p<sup>t</sup> or Jo-  
Hotham { seph Leonard of Springfield in y<sup>e</sup> same County Yeoman def<sup>n</sup> in a plea of y<sup>e</sup> Case  
or Leonard { wherein y<sup>e</sup> said Benjamin Demands of y<sup>e</sup> said Joseph eleven pounds which the  
said Joseph by his Note on the Twenty sixth Day of April y<sup>ts</sup> promise for Val-  
ue Received to pay him y<sup>e</sup> said Benjamin on or before y<sup>e</sup> first Day of October  
then next with Interest &c. the said Benjamin by Cornelius Jones Gentleman his  
Attorney appears. The said Joseph being three times publicly called to come into  
Court makes default of appearance here. It is therefore considered by the  
Court now here that y<sup>e</sup> said Benjamin do recover against y<sup>e</sup> said Joseph eleven  
pounds seven shillings and three pence of Lawfull Money Damages and  
Costs of Court Taxed at One pound seven shillings and seven pence of  
like Money. And he may have his Exec<sup>n</sup> &c. Afterwards to wit at this same  
Term y<sup>e</sup> said Joseph by Moses Bels Gentleman his Attorney comes here and Appeals  
from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Iudicature to be holden  
at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday  
of September next And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup>  
said Josephs prosecuting his Appeal with Effect as by y<sup>e</sup> said Recogni-  
zance on file appears &c.

Pyndon { George Pyndon of Granville in y<sup>e</sup> County of Hampshire Trader p<sup>t</sup> or Daniel Freeman of y<sup>e</sup>  
or { same Granville Yeoman def<sup>n</sup> in a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands eight  
Freeman { pounds thirteen shillings and nine pence which y<sup>e</sup> said Daniel on the eighteenth  
Day of August last past promised y<sup>e</sup> said George to pay him on Demand to ballance  
Book Accounts the said George by John Worthington Esq<sup>r</sup> his Attorney appears the said  
Daniel being three times publicly called to come into Court makes Default of ap-  
pearance here. therefore it is considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George  
do recover against y<sup>e</sup> said Daniel eight pounds thirteen shillings and nine pence  
two farthings of Lawfull Money Damages and Costs of Court Taxed at One pound  
Nineteen shillings and eight pence of like Money and he may have his Exec<sup>n</sup> &c.

Pyndon { George Pyndon of Springfield in y<sup>e</sup> County of Hampshire Gentleman p<sup>t</sup> or Samuel Wheeler  
or { of Blanford in y<sup>e</sup> same County Yeoman def<sup>n</sup> in a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Samuel  
Wheeler { at said Springfield on y<sup>e</sup> twenty ninth Day of April Anno Dom<sup>i</sup> y<sup>ts</sup> by his Note of  
that Date for Value Received promised y<sup>e</sup> plant<sup>r</sup> to pay him three pounds Nineteen shil-  
lings and four pence by y<sup>e</sup> first Day of September then Next. yet y<sup>e</sup> said Samuel hath  
never paid it. which is to y<sup>e</sup> said George Damages he faith five pounds &c.



the said George by John Worthington Esq. his Attorney appears. & the said Samuel being  
three times publicly called to come into Court makes Default of Appearance here  
therefore it is considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George do recover against  
y<sup>e</sup> said Samuel three pounds Nineteen Shillings and four pence of Lawfull Money  
Damages and One pound sixteen Shillings and Seven pence of like Money allowed  
him for his Costs of Suite. After all which y<sup>e</sup> said Samuel by Moses Bliss Gentleman  
his Attorney; at this same Term comes here And Appeals from y<sup>e</sup> Judgment of  
this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next, And he re-  
cognizes with Sureties as y<sup>e</sup> Law Directs for y<sup>e</sup> said Samuels prosecuting his Appeal  
with Effect as by y<sup>e</sup> said Recognizance on file appears

Petiah Webster late of Weyford in y<sup>e</sup> County of Windham in y<sup>e</sup> Colony of Connecticut Gentleman  
p<sup>l</sup>t vs David Willoughby late of Suffield in y<sup>e</sup> County of Hampshire Yeoman Deft. In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Petiah Demands of y<sup>e</sup> said David three pounds which y<sup>e</sup> said David  
on y<sup>e</sup> sixteenth Day of August Anno Dom<sup>i</sup> 1758 by his Note for Value Received promised y<sup>e</sup> said  
Petiah to pay him at or before y<sup>e</sup> first Day of May then next with Interest from the  
last Day of April then Next &c. the said Petiah by John Worthington Esq. his Attorney  
appears. And y<sup>e</sup> said David being three times publicly called to come into Court makes  
Default of Appearance here. It is therefore considered by y<sup>e</sup> Court now here that the  
said Petiah do recover against y<sup>e</sup> said David two pounds thirteen Shillings and four pence  
of Lawfull Money Damages and two pounds three Shillings and Seven pence of like Money  
Costs of Court and he may have his Execution &c. Given in 6<sup>th</sup> Dec<sup>r</sup> 1764

George Synhon of Springfield in y<sup>e</sup> County of Hampshire Gentleman p<sup>l</sup>t vs Joseph Bedortha  
of y<sup>e</sup> same Springfield Yeoman deft. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Joseph at Springfield  
on y<sup>e</sup> last Day of September last being justly indebted to y<sup>e</sup> said George in the sum of five  
pounds four Shillings for sundry Goods and Merchandizes by y<sup>e</sup> said George there before that  
time sold and Delivered to y<sup>e</sup> said Joseph at his Special Instance and Request he y<sup>e</sup> said Joseph in  
Consideration thereof then and there in at y<sup>e</sup> said Springfield on y<sup>e</sup> last Day of September  
promised y<sup>e</sup> said George to pay him y<sup>e</sup> same on Demand &c. yet though often Requested y<sup>e</sup> said Joseph  
hath never paid y<sup>e</sup> same but Neglects it. So y<sup>e</sup> Damage of y<sup>e</sup> said George is £8. The said George by  
John Worthington Esq. his Attorney appears. And y<sup>e</sup> said Joseph by Justin Clay Gentleman  
his Attorney comes into Court and defends & Reserving Liberty to alter his plea at the Trial  
of y<sup>e</sup> Appeal for plea faith he never Sealed y<sup>e</sup> bond by p<sup>l</sup>t in Manner and form as the p<sup>l</sup>t  
in his Declaration hath alledg'd and thereof puts himself on y<sup>e</sup> Country. And y<sup>e</sup> said George by  
his said Attorney Agreeing to y<sup>e</sup> above said Reservation says that y<sup>e</sup> said Josephs Plea and the Mat-  
ter therein Contained is an Insufficient Answer to his Declaration neither is he holden by y<sup>e</sup>  
Law of y<sup>e</sup> Land to make Answer thereto because y<sup>e</sup> said Joseph hath not in any Manner denied  
y<sup>e</sup> said Georges Declaration he prays Judgment for his Damages and Costs. And the said Jo-  
seph says his plea aforesaid pleaded is sufficient. Thereupon all and Singular the pre-  
mises being seen and by y<sup>e</sup> Court now here fully Understood it appears by y<sup>e</sup> said Court that  
the Declaration of y<sup>e</sup> said George is good and sufficient in Law &c. And it further appears by  
said Court that y<sup>e</sup> plea of y<sup>e</sup> said Joseph as above pleaded is an Insufficient Answer to y<sup>e</sup> said Geor-  
ges Declaration aforesaid and that y<sup>e</sup> said Joseph hath not denied y<sup>e</sup> same Declaration. It is there-  
fore considered by y<sup>e</sup> Court that y<sup>e</sup> said George do recover against y<sup>e</sup> said Joseph five pounds four  
Shillings of Lawfull Money Damages and One pound fourteen Shillings and Seven pence  
of



26  
Pymhon  
or  
Bidortha  
of like Money Costs of this Suit and he may have his Exon<sup>re</sup> - The said Joseph by his  
said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judi-  
cature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the  
fourth Tuesday of September Next and he Recognizes with Sureties as the Law di-  
rects for y<sup>e</sup> said Joseph prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance  
on file Appears

Doww  
or  
Brewer  
Abraham Doww of y<sup>e</sup> City of Albany in y<sup>e</sup> Province of New York Merchant p<sup>er</sup> or David  
Brewer late of Brookfield in y<sup>e</sup> County of Worcester Gentleman def<sup>t</sup>. In a plea of  
y<sup>e</sup> Case for that Whereas y<sup>e</sup> def<sup>t</sup> on y<sup>e</sup> fifth Day of April Anno Dom<sup>ini</sup> 1761 at North-  
ampton aforesaid by his Note for Value received promised y<sup>e</sup> p<sup>er</sup> to pay to him or  
Order y<sup>e</sup> Sum of fifty two pounds ten shillings meaning that Sum of the Lawfull  
Money of New York aforesaid worth thirty Nine pounds seven shillings and six  
pence Lawfull Money of our Province of y<sup>e</sup> Massachusetts Bay in New England  
on or before the first Day of May then Next ensuing. which y<sup>e</sup> def<sup>t</sup> hath never  
paid on the said Abraham by Joseph Hawley Esq<sup>r</sup> his Attorney Appears. And  
the said David being three times publicly called to come into Court makes Default  
of Appearance here. It is therefore Considered by y<sup>e</sup> Court now here that the said  
Abraham do Recover against y<sup>e</sup> said David thirty Nine pounds seven shillings and  
six pence of Lawfull Money Damages and Costs of Court Tax at three pounds one  
shilling. and one penny of like Money &c. - After all which y<sup>e</sup> said David by  
Moses Bliss Gentleman his Attorney comes here and Appeals from the Judgment  
of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield with-  
in and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next  
and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said David prosecuting  
his Appeal with Effect as by y<sup>e</sup> said Recognizance on file Appears

Sales  
or  
Lecte  
Job Sales of Granville in y<sup>e</sup> County of Hampshire Blacksmith p<sup>er</sup> or Timothy Lecte of y<sup>e</sup> same  
Granville p<sup>er</sup> man def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Timothy at said Granville on the  
Twenty sixth Day of June Anno Dom<sup>ini</sup> 1763 Justly Owed y<sup>e</sup> said Job Sales four pounds and  
ten pence Lawfull Money by book to ballance Accounts thereon According to the Account  
Annexed to y<sup>e</sup> p<sup>er</sup> writ and then and there in Consideration thereof he the said Timo-  
thy undertook and to said Job Sales did faithfully promise that he the said Timothy  
would well and truly pay said Sum of four pounds and ten pence to said Job Sales  
whenever he should be thereto Requested. y<sup>e</sup> said Timothy tho' often thereto Requested  
and Demanded hath not paid said Sum of four pounds and ten pence to said Job Sales  
neither any part thereof but wholly denies to do so or to his Damage five pounds  
The said Job by John Worthington Esq<sup>r</sup> his Attorney Appears. And y<sup>e</sup> said Timothy comes  
here and Reserving to himself Liberty to alter his plea at y<sup>e</sup> Trial of y<sup>e</sup> Appeal and make  
any new plea, pleads that he never Signed y<sup>e</sup> Note Declard on in Manner and form  
as y<sup>e</sup> p<sup>er</sup> in his Declaration hath Declard & thereof prays Judgment &c John Phelps Attorney to  
y<sup>e</sup> said Timothy. And y<sup>e</sup> said Job by his said Attorney Agreeing to y<sup>e</sup> said Reservation says that  
y<sup>e</sup> said Timothy's plea afore pleaded and the Matter therein contained is an Insufficient  
Answer to his Declaration neither is he holden by y<sup>e</sup> Law of y<sup>e</sup> Land to make an Answer  
thereto because the said Timothy hath not in any Measure denied the said Job's  
Declaration, y<sup>e</sup> said Job therefore prays &c. - & y<sup>e</sup> said Timothy says his plea is sufficient  
Thompson



Thence upon all and singular of premises being viewed and by y<sup>e</sup> Court now here fully understood it appears to y<sup>e</sup> said Court that y<sup>e</sup> plea of y<sup>e</sup> said Timothy and the matter therein contained are an insufficient answer to y<sup>e</sup> Declaration of y<sup>e</sup> said Job and that y<sup>e</sup> said Timothy hath not denied y<sup>e</sup> same Declaration. - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Job do recover against y<sup>e</sup> said Timothy four pounds and ten pence of lawfull Money Damages and One pound eighteen shillings & seven pence of like Money Allowed him for his Costs of suit & he may have his Execution &c. - The said Timothy by his said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sures as y<sup>e</sup> Law directs for y<sup>e</sup> said Timothy prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c.

Said James Gorman and David Bull Yeoman both of Hartford in the County of Hartford in the Colony of Connecticut p<sup>ts</sup> vs Moses Noble of Westfield in y<sup>e</sup> County of Hampshire p<sup>ts</sup> - Noble  
man doth in a plea of y<sup>e</sup> Case for that said Moses at said Westfield on y<sup>e</sup> Twenty Second day of March last past by his promissory Note in writing Under his hand of that Date for Value Received promised y<sup>e</sup> said Caleb and David to pay them Forty pounds Lawfull money on Demand, but y<sup>e</sup> said Moses though often Requested hath never paid y<sup>e</sup> same nor any part thereof but unjustly neglects it to y<sup>e</sup> said Caleb & David's Damage forty five pounds. - The said Caleb & David by John Worthington Esq<sup>r</sup> their Attorney appear. The said Moses by John Phelps Gentleman his Attorney comes into Court and Reserving Liberty to alter his plea and make any other plea at y<sup>e</sup> Trial of y<sup>e</sup> Appeal pleads that he owes nothing on y<sup>e</sup> bond Declared on in Manner and form as y<sup>e</sup> p<sup>ts</sup> in his Declaration hath Alledged and thereof prays Judgment and Judgment for his Costs. - And the said Caleb & David by their said Attorney Agree to said Resevration and say that said Noble's plea and the matter therein contained is an insufficient answer to their Declaration neither are they holden by y<sup>e</sup> Law of y<sup>e</sup> Land to make an answer thereto and because the said Noble hath not in any Manner denied y<sup>e</sup> said Caleb and David's Declaration they pray Judgment for their Damages and Costs. - And the said Noble by his said Attorney says his plea afore pleaded is sufficient &c. - Thence upon all and singular of premises being viewed and by the Court now here fully understood it appears to y<sup>e</sup> Court that y<sup>e</sup> plea of y<sup>e</sup> said Moses Noble as by him pleaded is an insufficient answer to y<sup>e</sup> said Caleb and David's Declaration and that y<sup>e</sup> said Moses hath not in any Manner denied y<sup>e</sup> same Declaration. - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Caleb & David do recover against the said Moses forty pounds of Lawfull Money Damages and two pounds two shillings and nine pence allowed them for their Costs of this suit. - And they may have their Execution &c. - The said Moses by his said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sures as y<sup>e</sup> Law directs for y<sup>e</sup> said Moses prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c.



27  
Allen  
01  
Hibbee  
Seymour late of Chelsea in y<sup>e</sup> County of Suffolk an Infant whoher by John Peck of Boston Merchant in said County of Suffolk his Guardian pl<sup>t</sup> vs Isaac Hibbee y<sup>e</sup> Second of Enfield in y<sup>e</sup> County of Hampshire from an d<sup>e</sup>ft In a plea of Treppass for that y<sup>e</sup> said Seymour is one of our Liege Subjects free born and Son of Katherine Allen a free Woman that he hath never forfeited his said freedom and ought not to be Subject to perpetual Slavery more than any other our free Subjects whereof y<sup>e</sup> said Isaac was well knowing. yet he y<sup>e</sup> said Isaac contriving and maliciously intending to deprive y<sup>e</sup> plaintiff forever of his Liberty at said Springfield on y<sup>e</sup> first day of May Anno Dom<sup>i</sup> 1762 with force and Arms an Assault made upon y<sup>e</sup> Body of y<sup>e</sup> said Seymour held him in Durance in his y<sup>e</sup> said Isaacs Dwelling house there as a Slave and there at said Springfield afterwards viz on y<sup>e</sup> Last Day of June Anno Dom<sup>i</sup> 1762 sold him y<sup>e</sup> said Seymour out of this our province as a Slave where y<sup>e</sup> said Seymour hath ever since been detained and held as a Slave & still is held & thereby y<sup>e</sup> said Isaac hath all along continued his force against y<sup>e</sup> plaintiff & thereby y<sup>e</sup> pl<sup>t</sup> is removed far from y<sup>e</sup> evidences of his being free and is in Danger of wasting his whole future Life in Slavery & other enormities to y<sup>e</sup> pl<sup>t</sup> y<sup>e</sup> said Isaac did against y<sup>e</sup> peace and to y<sup>e</sup> Damage of y<sup>e</sup> said Seymour &c - The pl<sup>t</sup> by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Isaac in his proper person comes here And y<sup>e</sup> said parties pray that y<sup>e</sup> Case may be continued - It is therefore considered that y<sup>e</sup> Case be continued till y<sup>e</sup> Second Tuesday of February Next the Next Term of this Court

Butler  
vs  
Haven  
Joseph Butler of Framingham in y<sup>e</sup> County of Middlesex Gentleman pl<sup>t</sup> vs Ebenezer Haven of Northampton in y<sup>e</sup> County of Berks<sup>hire</sup> from an d<sup>e</sup>ft In a plea of y<sup>e</sup> Case for that Whereas at said Northampton on y<sup>e</sup> fifth Day of December Anno Dom<sup>i</sup> 1762 one Micajah Gleason of said Framingham Gentleman made his promissory Note in writing under his hand of that Date and at said Northampton on said fifth Day delivered y<sup>e</sup> same to said Ebenezer by which said Note said Micajah promised y<sup>e</sup> said Ebenezer to pay him or his Order two pounds sixteen Shillings Lawfull Money on Demand and afterwards on y<sup>e</sup> same fifth Day of December y<sup>e</sup> said Ebenezer by his Indorsement with his own hand subscribed and made on y<sup>e</sup> same Note Assigned y<sup>e</sup> same Note to the said Joseph and Ordered y<sup>e</sup> said Micajah to pay y<sup>e</sup> Contents of y<sup>e</sup> same Note to y<sup>e</sup> said Joseph according to y<sup>e</sup> Tenor thereof; and y<sup>e</sup> said Joseph in fact says that after y<sup>e</sup> Assignment aforesaid viz on y<sup>e</sup> sixth Day of December Anno Dom<sup>i</sup> 1762 at said Northampton he shewed y<sup>e</sup> same Note and the Endorsement thereon to y<sup>e</sup> said Micajah and then and there Requested him to pay y<sup>e</sup> Contents of y<sup>e</sup> same Note to y<sup>e</sup> said Joseph but the said Micajah then and there utterly Refused to pay y<sup>e</sup> same to y<sup>e</sup> said Joseph and hath ever since and still Refuses to pay said Joseph y<sup>e</sup> same which y<sup>e</sup> said Joseph at said Northampton afterwards gave Notice to said Ebenezer and by reason of y<sup>e</sup> promise y<sup>e</sup> said Ebenezer became and was liable & is liable to pay y<sup>e</sup> Contents of y<sup>e</sup> same Note to y<sup>e</sup> said Joseph and being so liable y<sup>e</sup> said Ebenezer then and there in Consideration thereof promised y<sup>e</sup> said Joseph to pay him y<sup>e</sup> same on Demand yet he has not &c To y<sup>e</sup> Damage of y<sup>e</sup> said Joseph five pounds - The said Joseph by John Worthington Esq<sup>r</sup> his Attorney appears. And y<sup>e</sup> said Ebenezer in his proper person comes here & y<sup>e</sup> said parties with y<sup>e</sup> leave of this Court agree to refer y<sup>e</sup> Case to y<sup>e</sup> Determination



Award of Messrs Nathaniel Brewer Moses Bliss & Lewis Bliss Referees Mutually chosen by said parties or any two of them to be made upon y<sup>e</sup> premises and returned into this Court as soon as may be And y<sup>e</sup> said parties have a further Day before the Lord y<sup>e</sup> King here untill y<sup>e</sup> Second Tuesday of February Next

Benjamin Jones of Springfield in y<sup>e</sup> County of Hampshire yeoman plt: vs David Willcocks of Suffield in y<sup>e</sup> same County yeoman def: In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Benjamin Demands against y<sup>e</sup> said David three pounds sixteen shillings and five pence which y<sup>e</sup> said David by his Note for Value received on y<sup>e</sup> Third Day of September Anno Dom 1763 promised y<sup>e</sup> said Benjamin to pay him on Demand with Interest &c the said Benjamin by John Worthington Esq: his Attorney appears. And the said David being three times publicly called to come into Court makes default of appearance here. Therefore it is Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Benjamin do recover against y<sup>e</sup> said David four pounds ten shillings and eleven pence one farthing of Lawfull Money Damages And Costs of Court Taxed at One pound fourteen shillings and seven pence of like Money & he may have his Execution thereon y<sup>e</sup> 15<sup>th</sup> March 1764

Josh Smith of Hadley in y<sup>e</sup> County of Hampshire yeoman plt: vs Josiah Raymond of Jamestown in y<sup>e</sup> same County yeoman Def: In plea that y<sup>e</sup> Def: Render to y<sup>e</sup> plt: fifty pounds Lawfull Money of y<sup>e</sup> province of y<sup>e</sup> Massachusetts Bay in New England which he y<sup>e</sup> def: Owes and Unjustly detains from y<sup>e</sup> plt: for that to wit that whereas y<sup>e</sup> def: on y<sup>e</sup> Sixteenth Day of April 1764 at Hadley aforesaid by his bond Dated y<sup>e</sup> Day and Year last aforesaid in Court to be produced bound himself to y<sup>e</sup> plt: to pay to him fifty pounds of y<sup>e</sup> Lawfull Money of y<sup>e</sup> province aforesaid on Demand yet y<sup>e</sup> def: hath never paid y<sup>e</sup> same &c to y<sup>e</sup> plt: Damage &c The plt: by Simon Strong Esq: his Attorney appears. And y<sup>e</sup> said Josiah comes here in his proper person & y<sup>e</sup> said parties pray that y<sup>e</sup> Case may be continued to y<sup>e</sup> next Term of this Court and that they may have a Day till y<sup>e</sup> Second Tuesday of February Next y<sup>e</sup> Next term of this Court. And it is granted them & the Case is continued &c

Isaac White of Greenwich in y<sup>e</sup> County of Hampshire yeoman Compt: vs James Wright of Hardwick in y<sup>e</sup> County of Worcester yeoman. humbly shews that said Isaac at a Court held before Josiah Chauncey Esq: One of his Majestys Justices of y<sup>e</sup> peace for y<sup>e</sup> said County at his dwelling house at Amherst on Monday y<sup>e</sup> Twentieth Day of September last past at two of y<sup>e</sup> Clock in y<sup>e</sup> Afternoon by y<sup>e</sup> Consideration of y<sup>e</sup> said Justice he recovered Judgment against y<sup>e</sup> said James for y<sup>e</sup> sum of five shillings and Nine pence Lawfull Money for his Costs by him expended in defending himself against a Suit commenced by y<sup>e</sup> said James against him y<sup>e</sup> said Isaac and at that time heard and Determined. From which Judgment y<sup>e</sup> said James Appealed to this Court and Recognized as y<sup>e</sup> Law directs to prosecute y<sup>e</sup> same to Effect but has failed to do so. Your Complainant therefore prays Affirmation of former Judgment. which being read, and it appearing to y<sup>e</sup> Court now here that y<sup>e</sup> said James hath not prosecuted his Appeal aforesaid said to be made it is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> Judgment aforesaid recovered by y<sup>e</sup> said Isaac against y<sup>e</sup> said James for y<sup>e</sup> said James's Costs aforesaid be affirmed and y<sup>e</sup> said James allowed his further Costs in prosecuting his aforesaid Complaint Taxed in y<sup>e</sup> whole at two pounds thirteen shillings and two pence of Lawfull Money And he may have his Execution thereof &c

Done the 19<sup>th</sup> Nov: 1764



28. Mr. Eliza Potter of Hadley is now admitted by y<sup>e</sup> Court now here to practice as an attor-  
Mr. Eliza Grey in this Court and is now sworn duording to y<sup>e</sup> Law of this Province in this ref-  
Potter } per provided

The foregoing judgments and Orders were  
made and entered up and then the said  
Court was adjourned without Day.

Attest W<sup>m</sup> Williams Clerk



Hampshire ss- Anno Regni Regis Georgii Tertii Magnae Britanniae Franciae et Hi-  
 berniae Quinto 1764  
 Term

At his Majestys Court of General Sessions of y<sup>e</sup> Peace begun and held at North-  
 ampton in and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> Second Tuesday of Novem-  
 ber being the Thirteenth Day of y<sup>e</sup> said Month and so from Day to Day untill  
 y<sup>e</sup> Day of y<sup>e</sup> said Month Annoque Domini 1764

Present	Jury for Trials	Grand Jurors
Israel Williams	Joseph Bridgman Foreman	Colo Seth Pomroy foreman
Timothy Dwight	Lewis Ely	Daniel White
John Worthington	Supply Clap	Thomas Robbins
Elijah Williams	John Lyman	Caleb Strong
Josiah Dwight	Seth Graves	John Eastman
Tim <sup>r</sup> Dwight Jun <sup>r</sup>	Perez Graves	James Porter
	Ebenezer Marsh Jun <sup>r</sup>	Daniel Moseley
	Thomas Root	David Field
	Noah Goodman	Moses Billing
	Simon Lyman	Samuel Hunt
Samuel Mather		Adonijah Russell
Thomas Williams		Daniel Moody
Josiah Chauncey		Peter Smith
Eleazer Porter		Thomas Gibbs
Eldad Taylor		William Crockett
		James Breakenridge
		William Knox Jun <sup>r</sup>
		Jeremiah Measham
		Timothy Robinson
		Humphrey Needham
		Mr. Sheriff Warner attended 1 Day
		Mr. Sheriff Wright do - 3 Days

The Petition of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Westfield, as Recorded at y<sup>e</sup> Last Term of this  
 Court being now read and considered it is Ordered by y<sup>e</sup> Court now here that y<sup>e</sup> prayer  
 thereof be not granted and that y<sup>e</sup> same petition be Dismissed

John Tufts by John Worthington Esq<sup>r</sup> his attorney brings his petition here in these words  
 to wit- John Tufts of Brimfield in y<sup>e</sup> County of Worcester Yeoman. humbly shews that at a  
 Court of General Sessions of y<sup>e</sup> peace held at Springfield in y<sup>e</sup> County of Hampshire on the  
 last Tuesday of August last- The Grand Jurors for Our Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> same  
 County did at said Court on their Oaths present David Pulifer of Ware in said County Geo-  
 man for that said David at Brimfield in said County on y<sup>e</sup> Ninth Day of March last did with  
 force and Arms feloniously steal take and carry away one Dark Chequered Coloured Mare  
 about eight year Old (marked and Branded as in said presentment particularly men-  
 tioned) of y<sup>e</sup> price of fifteen pounds y<sup>e</sup> property of your petitioner contrary to Law  
 and y<sup>e</sup> Kings peace- Whereupon the said David being brought to answer to y<sup>e</sup> said  
 presentment in said Court, pleaded that he was not guilty and thereof put him-  
 self on y<sup>e</sup> Country- And thereupon a Jury being sworn to try y<sup>e</sup> Issue they

returned



By returned their Verdict on Oath in y<sup>e</sup> same Court that y<sup>e</sup> said David was guilty of y<sup>e</sup> felo-  
Suff<sup>y</sup> (ny aforesaid and that the said Mare was of y<sup>e</sup> Value of Twelve pounds. And  
Petition) thereupon it was considered by y<sup>e</sup> said Court among other things that the said  
David Sulister should pay to your petitioner who was y<sup>e</sup> party Injured by the  
felony aforesaid Treble y<sup>e</sup> Value of y<sup>e</sup> said Mare being thirty six pounds and y<sup>e</sup>  
he should pay y<sup>e</sup> Costs of prosecution being seven pounds Seven shillings and  
two pence of which forty shillings of right belonged and ought to be paid to  
your petitioner and that y<sup>e</sup> said David should stand Committed till y<sup>e</sup> same  
Sentence and Judgment was performed. & the said David was then and there Com-  
mitted to his Majestys Goal in said Springfield according being the Common  
Goal for y<sup>e</sup> said County of Hampshire there to be kept safely in Order that he  
might thereby be compelled to perform y<sup>e</sup> Sentence and Judgment aforesaid  
and the said John says the said David continued for aforesaid a prisoner in said  
Goal until y<sup>e</sup> Twenty third Day of September then Next following and then  
broke y<sup>e</sup> said Goal made his escape from y<sup>e</sup> said Prison thro' y<sup>e</sup> Insufficiency  
of y<sup>e</sup> said Prison and departed into parts Unknown in y<sup>e</sup> County at Large the  
Sentence aforesaid being Unperformed and the said Debt by y<sup>e</sup> said John then and yet  
wholly Unpaid. He therefore humbly prays your honour that an Order of  
this Honourable Court may be made in his favour that he may be allowed  
the sum aforesaid to him due as aforesaid out of y<sup>e</sup> Treasury of this County  
according to y<sup>e</sup> Law of this province in such Cases provided & he as in Duty bound  
shall pray &c. The above Petition being read and Considered. It is y<sup>e</sup> Opini-  
on of this Court now here that y<sup>e</sup> prayer of y<sup>e</sup> petition be not Granted.

John Hunt and others. Inhabitants of y<sup>e</sup> Town of Pelham, Greenwich and Hardwich bring  
their Petition here in these words to wit. That great profit and Convenience would  
arise to y<sup>e</sup> publick by altering y<sup>e</sup> Road leading from y<sup>e</sup> Meeting house in Pelham  
in y<sup>e</sup> County of Hampshire to y<sup>e</sup> meeting house in Hardwich in the County of  
Worcester by turning y<sup>e</sup> same Road from a place a little West of y<sup>e</sup> hill called  
y<sup>e</sup> East hill in said Pelham to run thence directly to y<sup>e</sup> Meeting house in Green-  
wich there to fall in with y<sup>e</sup> County Road leading from Belcher town in said  
County of Hampshire to said Hardwich. And y<sup>e</sup> Advantage which your peti-  
tioners humbly suggest to your Honour from such Alteration is y<sup>e</sup> avoiding two  
very difficult hills and y<sup>e</sup> finding a convenient passage over y<sup>e</sup> River which  
is often difficult and dangerous where y<sup>e</sup> Road now lies and also a considerable  
shortning of y<sup>e</sup> way. Your petitioners therefore pray your Honour to Enquire  
of y<sup>e</sup> Expediency of such Alteration and to make y<sup>e</sup> same if you in your  
Wisdom shall think fit. And as in Duty &c. The above petition being read  
and Considered. It is Ordered that Timothy Dwight Junr. Esq. Josiah Chauncey  
Esq. and Eleazer Porter Esq. be a Committee to view y<sup>e</sup> Ground mentioned in  
y<sup>e</sup> said Petition where it is proposed y<sup>e</sup> said Road should go and Report to this  
Court at their Next Session after such view had their Opinion respecting the Expe-  
diency of making y<sup>e</sup> Alteration prayed for that y<sup>e</sup> Court may then further advise and  
consider thereof. And y<sup>e</sup> petition is Continued &c.



The Select Men of South Hadley having been Notified agreeable to y<sup>e</sup> Order of y<sup>e</sup> last term to be  
heard touching y<sup>e</sup> Petition of Elisha Porter Gentleman praying for a Road in the fall  
woods; now come here by Mr Daniel Nash and after a hearing of y<sup>e</sup> parties and the  
matter fully discussed. It is Ordered that Mess<sup>rs</sup> Nathaniel Dwight of Belchertown  
Ebenezer Hunt Nathaniel Clark Jun<sup>r</sup> Josiah Pomeroy Gentlemen and Jonathan Hony  
Jun<sup>r</sup> from an all of Northampton be a Committee to view and Lay out a Highway  
from such place above y<sup>e</sup> falls to such place below y<sup>e</sup> falls in y<sup>e</sup> District of South Hadley  
aforesaid as will best Answer y<sup>e</sup> publick ends of a carrying place there and such other  
Highway or highways from that Ordered to be laid as aforesaid as may in their Judgment  
be necessary for y<sup>e</sup> publick; <sup>Chicopee</sup> Also that the same Comm<sup>tee</sup> lay out a Highway from  
in Chicopee Fields near Lieut Alvords House there to Connecticut River so as best to Answer  
the purposes of transporting Goods to and from y<sup>e</sup> River there - And also that y<sup>e</sup> same Com<sup>tee</sup>  
lay out a Highway through Chicopee Fields and on to y<sup>e</sup> North end of Chicopee Street  
as near y<sup>e</sup> River as may be best - And Report to y<sup>e</sup> Court their Opinion respecting a Discon-  
tinuance of y<sup>e</sup> present Country Road in Chicopee Fields, which said Committee be -  
Order issued 11<sup>th</sup> Dec<sup>r</sup> 1764

The Court having again taken into consideration y<sup>e</sup> Report of Oliver Partridge Esq<sup>r</sup> and Deacon  
Ebenezer Hunt two of y<sup>e</sup> Committee appointed at y<sup>e</sup> last May Term to view part of y<sup>e</sup> Road  
laid from South Hampton to Springfield by y<sup>e</sup> Committee appointed for this at y<sup>e</sup> last Feb<sup>r</sup> -  
any Term. And also to view such other Ground as might be shown them by those who at the  
said May Term opposed y<sup>e</sup> Acceptance of y<sup>e</sup> Return of y<sup>e</sup> Way laid by y<sup>e</sup> said Com<sup>tee</sup> and deposited  
in y<sup>e</sup> same return And it appearing to y<sup>e</sup> Court that y<sup>e</sup> Ground mentioned and Described  
in y<sup>e</sup> same Report will admit of a better and more convenient Way for y<sup>e</sup> publick than  
that laid by y<sup>e</sup> Committee above mentioned. It is therefore Ordered that Mess<sup>rs</sup> Daniel Moody  
William Eastman David Nash Phineas Smith & Elazer Nash the Committee heretofore appoint-  
ed for this purpose do further view and Lay out a Road from South Hampton Meeting  
House towards Springfield till it unites with y<sup>e</sup> way already laid out by y<sup>e</sup> said Committee  
upon y<sup>e</sup> Ground hereafter mentioned. to wit in y<sup>e</sup> Town Road which leads from Southampton  
Meeting house towards White Loaf hills is a but Road which crosses y<sup>e</sup> said hills, and then over  
y<sup>e</sup> said hills in y<sup>e</sup> said but Road easterly to a pine stub and Stones near Westfield road at the  
Northwest Corner of Springfield bounds thence southerly to Broad Brook at y<sup>e</sup> place where  
Vanhorns road is called crosses y<sup>e</sup> same Brook, and thence in y<sup>e</sup> course that will unite y<sup>e</sup> Road  
above described with that heretofore laid by y<sup>e</sup> said Committee in y<sup>e</sup> best Manner they can - And  
as to part of y<sup>e</sup> Residue of y<sup>e</sup> Way already laid by y<sup>e</sup> said Committee from Southampton to Spring-  
field that is to say from y<sup>e</sup> place where y<sup>e</sup> Road leading from Benjamin Elys to Westfield crosses  
the first mentioned Road to y<sup>e</sup> Old Country Road leading from Westfield to Springfield.  
It is also Ordered that y<sup>e</sup> said Committee further view and lay out y<sup>e</sup> same in some other place  
if they shall Judge it best for y<sup>e</sup> Publick to make any alteration taking care to unite y<sup>e</sup> same  
with y<sup>e</sup> Rest so as to make it one entire way from Southampton to Springfield. And it is  
also further Ordered that the said Committee further view y<sup>e</sup> Country Road leading  
from Northampton to Springfield near y<sup>e</sup> house of Benjamin Elys and make such further  
alteration thereof under y<sup>e</sup> hill East of y<sup>e</sup> said Elys house as may best serve y<sup>e</sup> publick And  
the said Committee are Directed to Report as soon as may be of their doings herein -  
Order made 30<sup>th</sup> Nov<sup>r</sup> 1764



30 - The Town of Shutesbury by Jonas Loom their Agent come here And Aaron Osgood having  
Comtee to { been notified agreeable to y<sup>e</sup> Order of this Court at y<sup>e</sup> last Term also comes here and the  
view around  
from Montague  
to Brimfield  
Maine & Worcester  
He parties being fully heard on y<sup>e</sup> prayer of y<sup>e</sup> said Town of Shutesbury / as on Record at y<sup>e</sup>  
last Term - It is Ordered that Joseph Root John Gun John Clap Gentlemen and Jo-  
nah Alvord and Moses Luranne fromen all of Montague be a Committee to view y<sup>e</sup>  
Country Road leading from Montague to Brimfield and also the Ground where it  
is proposed by y<sup>e</sup> said Town of Shutesbury that y<sup>e</sup> Road should be laid anew And if the  
said Comtee judge best to make y<sup>e</sup> Alteration prayed for. And the said Comtee is Ordered  
to make return of their doings as soon as may be to this Court &c. Ord. 11<sup>th</sup> Dec. 1764 -

D<sup>r</sup> Thos { The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their Oath pre-  
sents Andrew Dalrymple of Petersham in y<sup>e</sup> County of Worcester Gentleman for that the  
said Andrew on y<sup>e</sup> first Day of July last past y<sup>e</sup> same being Sabbath or Lords Day did unlaw-  
fully travel from South Hadley in said County of Hampshire to y<sup>e</sup> house of Jeremiah Powers  
of Greenwich in y<sup>e</sup> same County the Length of Twenty Miles contrary to y<sup>e</sup> Law of this pro-  
vince in that Case made and provided the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and  
Dignity, which said Presentment was made at y<sup>e</sup> Last Term of this Court held at Spring-  
field on y<sup>e</sup> Last Tuesday of August last And signed by Seth Pomeroy Foreman. The said  
Andrew comes before y<sup>e</sup> Court now here being held by Recognizance made before Josiah Wil-  
lard one of his Messrs. Justices of y<sup>e</sup> peace for this purpose / And pleads that he is not guilty  
Thereupon a Jury being sworn to try y<sup>e</sup> Issue do Return their Verdict therein and on their  
Oath say that y<sup>e</sup> said Andrew is guilty - It is therefore Considered that y<sup>e</sup> said Andrew pay  
a fine of ten shillings one Moiety thereof to y<sup>e</sup> <sup>use of the poor</sup> of y<sup>e</sup> said South Hadley y<sup>e</sup> other Moiety to  
y<sup>e</sup> poor of Greenwich aforesaid and Costs of prosecution Standing committed & Costs tax-  
ed at £ 3 10 11 - The said Andrew appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior  
Court of Judicature out of y<sup>e</sup> State and general Jail Delivery to be holden at Springfield with-  
in and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next And the  
said Andrew Recognizes to y<sup>e</sup> King as principal in y<sup>e</sup> Sum of £ 20 with Sureties viz  
James Houlton of New Salem in y<sup>e</sup> said County and Abraham Gibbs of Greenwich in y<sup>e</sup> same  
County in y<sup>e</sup> Sum of £ 10 each to prosecute his appeal with Effect As by y<sup>e</sup> said Recog-  
nizance on file appears &c.

D<sup>r</sup> Thos { The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their Oath  
vs presents Margaret Chase Spinster Wife of Daniel Chase of Greenwich in y<sup>e</sup> said County of Hampshire  
Grooman for that said Margaret aforesaid Greenwich for y<sup>e</sup> space of One whole Month Next Imme-  
diately following y<sup>e</sup> Twentyfirst Day of May last past and for y<sup>e</sup> space of One whole Month  
Immediately following y<sup>e</sup> Twentysecond Day of June last past and also for One whole  
Month Immediately Next following y<sup>e</sup> Twentythird Day of July last past did wilfully  
and unnecessarily Absent herself from y<sup>e</sup> publick Worship of God the y<sup>e</sup> said Margaret during  
each of said Months being a person able of Body and not otherwise ~~was~~ necessarily pre-  
vented from attending y<sup>e</sup> publick Worship, And attho y<sup>e</sup> publick Worship was upheld  
maintained and attended upon by others in said Greenwich throughout all y<sup>e</sup> several  
Months aforesaid which Neglect of y<sup>e</sup> said Margaret of attending y<sup>e</sup> said publick Worship  
for each of said Months is an Offence against y<sup>e</sup> Law of this province in that Case  
made and provided and against y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and Dignity  
which said Presentment was made at y<sup>e</sup> Last Term of this Court at their Sessions in



August last past. Indigned Seth Pomeroy Foreman. The said Margaret comes here being held by Dr. Rex  
Recognizance for this purpose taken by Josiah Chauncy Esq. and being brought to y<sup>e</sup> Bar and <sup>or</sup> Mr. Chafe  
being put to plead says she is not guilty and thereof puts herself on the country And John Worthing-  
ton Attorney to y<sup>e</sup> Lord y<sup>e</sup> King, <sup>likewise</sup> does y<sup>e</sup> same & they being sworn according to Law to try y<sup>e</sup> issue  
Return their Verdict therein and on y<sup>e</sup> oaths they have taken say that y<sup>e</sup> said Margaret is guilty  
It is therefore considered by y<sup>e</sup> Justices of y<sup>e</sup> Lord y<sup>e</sup> King now here that y<sup>e</sup> said Margaret pay a fine  
of ten shillings for each of y<sup>e</sup> said three Months to be to y<sup>e</sup> Use of y<sup>e</sup> Poor of y<sup>e</sup> Town of Greenwich  
aforesaid. And Costs of Prosecution taxed at 3 s. 6 d. Standing committed &c.

The grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> body of y<sup>e</sup> County of Hampshire do on their Oaths Present Dr. Rex  
Simon Chafe of Greenwich in said County Yeoman & on Daniel Chan of said Greenwich Yeoman for <sup>or</sup> Simon Chafe  
that y<sup>e</sup> said Simon at said Greenwich for y<sup>e</sup> space of One whole Month Next immediately following  
the twenty first Day of May last past and for y<sup>e</sup> space of One whole Month Next immedi-  
ately following y<sup>e</sup> Twenty second Day of June last past and also for y<sup>e</sup> space of One whole  
Month immediately following y<sup>e</sup> Twenty third Day of July last past did wilfully and Volun-  
tarily & Unnecessarily Absent himself from y<sup>e</sup> public Worship of God he y<sup>e</sup> said Simon during  
each of said Months being a person able of Body and not otherwise necessarily prevented from  
attending y<sup>e</sup> public Worship and altho y<sup>e</sup> public Worship was up held Maintained and attend-  
ed by others in said Greenwich throughout all y<sup>e</sup> several Months aforesaid which Neglect of y<sup>e</sup>  
said Simon of attending y<sup>e</sup> said public Worship for each of said Months is an Offence against  
y<sup>e</sup> Law of this province in that Case made and provided against y<sup>e</sup> peace of y<sup>e</sup> said Lord the  
King his Crown and Dignity. Which Presentment was made at y<sup>e</sup> last term of this Court and signed  
Seth Pomeroy Foreman. The said Simon comes here being held by Recognizance for this purpose  
and being put to y<sup>e</sup> Bar and put to plead says he will not contend with y<sup>e</sup> King. The Court having  
heard y<sup>e</sup> Witnesses it appears to y<sup>e</sup> Court that he is guilty of absence for y<sup>e</sup> space of One Month on-  
ly. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Simon pay a fine of ten shillings  
for y<sup>e</sup> Use of y<sup>e</sup> poor of y<sup>e</sup> said Greenwich and Costs of prosecution taxed at 2 s. 6 d. Standing com-  
mitted &c.

The Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> body of y<sup>e</sup> County of Hampshire do on their Oaths present Dr. Rex  
Charles Squire otherwise called Jonathan Adams late of New Salem in y<sup>e</sup> same County Labourer <sup>or</sup> Squire  
for that y<sup>e</sup> said Charles at said New Salem on y<sup>e</sup> Twenty third Day of December last past with  
force and arms feloniously steal take and carry away One black Gelding about fourteen  
four and arms <sup>did</sup> feloniously steal take and carry away One black Gelding about fourteen  
hands and One Irish high Branded with y<sup>e</sup> figure 4. on y<sup>e</sup> Left Shoulder & with y<sup>e</sup> Letter G on y<sup>e</sup>  
Left thigh of y<sup>e</sup> Value of Twenty pounds of y<sup>e</sup> Goods and Chattels of James Cooke of said New-  
Salem Yeoman contrary to y<sup>e</sup> Law of this province in that Case made & provided the peace of  
the said Lord y<sup>e</sup> King his Crown and Dignity. Which Presentment was made on y<sup>e</sup> Last Tues-  
day of August last y<sup>e</sup> last Term of this Court and signed Seth Pomeroy Foreman. The said  
Charles comes here in Custody &c. and being put to y<sup>e</sup> Bar &c. pleads that he is guilty and sub-  
mits himself to y<sup>e</sup> Grace of y<sup>e</sup> King. The Court having considered of y<sup>e</sup> Offence do Order  
that y<sup>e</sup> said Charles be Whipped twenty Stripes on his Naked Back to be well laid on And that y<sup>e</sup>  
pay to y<sup>e</sup> said James Cooke sixty pounds being treble y<sup>e</sup> value of said horse and also pay Costs of prosecution  
taxed at 2 s. 6 d. 10. and <sup>in</sup> Case y<sup>e</sup> said Charles be unable to pay y<sup>e</sup> said James the sum of the Treble Damages  
adjudged



31. Adjudged him as aforesaid, it is Ordered that y<sup>e</sup> said James may Dispose of y<sup>e</sup> said Charles  
D<sup>r</sup> Rex { in service to any of his Majestys Liege Subjects in order to satisfy y<sup>e</sup> said Damages to the  
Squire { said James for y<sup>e</sup> space of eight years Standing committed or  
\_\_\_\_\_ Mistaken made 15<sup>th</sup> Nov<sup>r</sup> 1704

The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their Oaths pre-  
 sent Elizabeth South Spinster y<sup>e</sup> Wife of John Cott of Deerfield in said County, woman for that  
 said Elizabeth at said Deerfield on y<sup>e</sup> last Sabbath Day in the Month of January last past and  
 on all y<sup>e</sup> Sabbaths or Lords Days in y<sup>e</sup> said Month of January and on all y<sup>e</sup> Sabbaths or  
 Lords Days in y<sup>e</sup> Month of December then Next preceding and on all the Sabbaths or  
 Lords Days in y<sup>e</sup> Month of November then Next preceding did Utterly, Voluntarily &  
 Unnecessarily, wholly Absent herself from y<sup>e</sup> public Worship of God the the said Elis-  
 abeth during all y<sup>e</sup> time aforesaid being able of Body and not otherwise Necessarily pre-  
 vented from attending y<sup>e</sup> same Worship and attho' y<sup>e</sup> said Worship was duly Upheld  
 maintained and attended upon by others in y<sup>e</sup> same Town On all the Sabbaths  
 or Lords Days in said Term, which Neglect of y<sup>e</sup> said Elizabeth of attending of y<sup>e</sup> pub-  
 lic Worship as aforesaid is Contrary to one Law of this province in that Case made  
 and provided y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and Dignity. Which Present-  
 ment was <sup>made</sup> at y<sup>e</sup> Court of Quarter Sessions on y<sup>e</sup> Second Tuesday of February last  
 and signed Salah Barnard foreman. The said Elizabeth now comes here being held  
 by Recognizance for this purpose as on Record of y<sup>e</sup> last Term and being brought  
 to y<sup>e</sup> Bar and put to plead says that she is not Guilty and thereof puts herself on y<sup>e</sup>  
 Country. A Jury being sworn according to Law to try y<sup>e</sup> Issue & ~~do~~ return  
 their Verdict therein and on the Oath they have taken say that y<sup>e</sup> said Elizabeth is  
 not Guilty. It is therefore Considered that y<sup>e</sup> said Elizabeth be Dismissed &

Dr. Rex vs Westfield } The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their  
Oath present that y<sup>e</sup> Common Highway of y<sup>e</sup> Lord y<sup>e</sup> King in the Township of Westfield  
in y<sup>e</sup> said County leading from Suffield to Granville viz from y<sup>e</sup> Northwest Line of  
the Township of Suffield in said County to y<sup>e</sup> foot of y<sup>e</sup> Mountain Commonly called  
Sodom Mountain in said Township of Westfield the Length of five Miles and  
for y<sup>e</sup> whole Width of y<sup>e</sup> said way on y<sup>e</sup> first Day of June last was ever since  
has been and still is stony rocky and foundrous and Incumbred with Trees  
Stones fernes and Logs for want of a Due Preparation and Amendment  
thereof so that y<sup>e</sup> Leige Subjects of y<sup>e</sup> said Lord y<sup>e</sup> King passing through &  
over y<sup>e</sup> same way cannot pass and Repass through y<sup>e</sup> same Way with-  
out great Difficulty and Danger either with horses Carriages or Carts and that y<sup>e</sup>  
Inhabitants of said Town of Westfield of Right and by Law ought to Repair and  
Amend y<sup>e</sup> same so often as y<sup>e</sup> same Highway stands in need of Repair & Amendment  
yet y<sup>e</sup> Inhabitants of y<sup>e</sup> said Town of Westfield have always hitherto Neglected & still Neg-  
lect to Repair and Amend the same which Neglect of y<sup>e</sup> said Inhabitants of y<sup>e</sup> said  
Town of Westfield is Contrary to Law y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and  
Dignity. The said Inhabitants by Eldad Taylor Esq<sup>r</sup> come here and being called to plead  
say they will not contend with y<sup>e</sup> King. It is Ordered that y<sup>e</sup> Matter lie till the  
next Term and that y<sup>e</sup> said Inhabitants take Notice of this Order and then  
appear &c



Hannah Ballard of Montague a woman comes in to this Court and here freely Confesses } Hannah  
that she committed y<sup>e</sup> crime of fornication at Montague in May y<sup>e</sup> 63 and submits } Ballards  
herself to y<sup>e</sup> Mercy of this Court & the Court having considered of y<sup>e</sup> Offence do Order } Confession  
that y<sup>e</sup> said Hannah pay a fine of fourteen Shillings to his Majesty & And Costs of  
Court & Standing committed &c

Noah Smith yeoman and Wind for Smith yeoman both of Hadley in y<sup>e</sup> County of Hampshire are } Smith &  
Liened by this Court to keep y<sup>e</sup> Ferry at y<sup>e</sup> Myer End of said Hadley at y<sup>e</sup> usual Ferry } Liened to  
place there for One year Next ensuing. And it is Ordered that y<sup>e</sup> fare for Man and horse } keep a ferry  
be the same it was Last year. And y<sup>e</sup> said Noah and Wind severally Recognize to y<sup>e</sup> King  
in y<sup>e</sup> Sum of £10 each for y<sup>e</sup> faithfull Discharge of their trust

Liberty is Granted to Deacon Mirish of Springfield to set up bars and Maintain them on y<sup>e</sup> Minichas  
cathside of his field through which y<sup>e</sup> road leading from Benjamin Dyer to Westfield } Liberty to  
is in this Court established goes untill y<sup>e</sup> first Day of September Next } set up bars

Samuel Rice of Charlemont is Liened by this Court to be an Innholder Retailer and Com- } Aaron  
mon Vtualler in his house there till y<sup>e</sup> Last Tuesday of August Next. And y<sup>e</sup> said Samuel Re- } Rice  
cognizes to y<sup>e</sup> King as principal in £10 with Sureties viz Solomon Boltwood and Aaron } Liened  
Belling in £5 each to keep good Rule and Order in his house and Duty to observe the Laws  
made for y<sup>e</sup> Regulation of such houses. He also Recognizes to y<sup>e</sup> King as principal in £10  
with y<sup>e</sup> aforesaid Sureties in £5 each to keep and render y<sup>e</sup> Accounts and to pay the  
Duties y<sup>e</sup> Law requires in such Cases

James Cooke of New Salem is Liened to be an Innholder Retailer and Common Vtural- } James  
ler in his house there till y<sup>e</sup> Last Tuesday of August Next. And Jeremiah Meacham Recogni- } Cooke  
zes to y<sup>e</sup> King as principal in £10 with Sureties viz Solomon Boltwood and James Boul- } Liened  
ton in £5 each for y<sup>e</sup> said James Cooke keeping good Rule and Order in his House  
and Duty observing y<sup>e</sup> Laws made for y<sup>e</sup> Regulation of such houses y<sup>e</sup> said Jeremi-  
ah Meacham also Recognizes to y<sup>e</sup> King as principal in £10 with y<sup>e</sup> aforesaid Sure-  
ties in £5 each Conditioned that y<sup>e</sup> said James Cooke keep and render y<sup>e</sup> Accounts  
and pay y<sup>e</sup> Duties y<sup>e</sup> Law requires in such Cases

Deazer Peter Esq<sup>r</sup> of Hadley is Liened to sell Sea Coffee and China Ware at his Store in y<sup>e</sup> said } Peter Esq<sup>r</sup>  
Hadley for One year next ensuing. And he Recognizes to y<sup>e</sup> King as principal in } Liened  
£20 with Sureties viz Josiah Dwight Esq<sup>r</sup> and Timothy Dwight Jun<sup>r</sup> Esq<sup>r</sup> in £10 each to keep  
and render y<sup>e</sup> Accounts and to pay y<sup>e</sup> Duties y<sup>e</sup> Law requires in such Cases

Isiah Moody of Amherst yeoman & Alexander Smith of said Amherst yeoman come here into y<sup>e</sup> Courts  
Court in their proper persons and acknowledge themselves to be severally Indebted to y<sup>e</sup> Lord } Moody  
y<sup>e</sup> King in y<sup>e</sup> Sums following to wit y<sup>e</sup> said Josiah as principal in £5 and y<sup>e</sup> said Alexan- } Indebted  
der Surety in y<sup>e</sup> Line Sum of £5 to be levied upon their Goods Chattels Lands or Tenements & in } Indebted  
want thereof upon their Bodies Respectively to y<sup>e</sup> Use of y<sup>e</sup> said Lord y<sup>e</sup> King his Heirs or } Indebted  
Successors in Case default be made in performing y<sup>e</sup> Condition following. To wit the Con-  
dition of this Recognizance is such that if Elizabeth Right Wife of John Wright of Hil-  
lingfley which said Elizabeth is now resident at Amherst in y<sup>e</sup> County of Hampshire she make  
her personal Appearance at y<sup>e</sup> Next Court of General Sessions of y<sup>e</sup> Peace holden at Northampton  
in y<sup>e</sup> said County of Hampshire on y<sup>e</sup> second Tuesday of February Next to Answer to  
the



3D the Sovereign Lord y<sup>e</sup> King concerning Certain Trepasses Committed & Offences presented  
Moodeys against her y<sup>e</sup> said Elizabeth and shall do and receive what by y<sup>e</sup> said Court shall be  
Reu<sup>d</sup> for enjoined her and not Depart without Leave then this Recognizance to be void other  
wise not

Livingston } Eschiel Livington of Amherst Physician and Josiah Moodey of y<sup>e</sup> same Amherst Town  
Reu<sup>d</sup> } come here and acknowledge themselves to be indebted to y<sup>e</sup> Lord y<sup>e</sup> King in the sums  
following to wit y<sup>e</sup> Eschiel as principal in five pounds and y<sup>e</sup> said Josiah as Surety  
in y<sup>e</sup> like sum of five pounds to be levied of their Goods Chattels Lands or Tenements  
and in want thereof upon their Bodies Respectively to y<sup>e</sup> Use of y<sup>e</sup> said Lord the thing  
his heirs or Successors in Case Default be made in y<sup>e</sup> following Condition to wit. The  
Condition of this Recognizance is such that if y<sup>e</sup> said Eschiel shall appear at the next  
Court of General Sessions of y<sup>e</sup> peace to be holden at Northampton in said County  
of Hampshire on y<sup>e</sup> second Tuesday of February Next and answer to y<sup>e</sup> said Sovereign  
Lord y<sup>e</sup> King concerning Certain Trepasses be presented against him the said Eschiel  
particularly to y<sup>e</sup> presentment against him for his Absenting himself from pub-  
lic Worship and shall do and receive what by y<sup>e</sup> said Court shall be enjoined him &  
not depart without Leave then this Recognizance to be void otherwise not

Clark & John Clark, Noah Cook and William Clark all of y<sup>e</sup> said Town of Amherst who stand bound by  
Reu<sup>d</sup> } Recognizance taken before Eleazer Porter Esq<sup>r</sup> to make their personal Appearance here  
for y<sup>e</sup> purposes therein mentioned are now discharged by proclamation by Order  
of Court

Amherst } Pursuant to a Warrant Under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> District of Amherst  
Caution } bearing Date y<sup>e</sup> Nineteenth Day of September Anno Dom<sup>i</sup> 1764 Thomas Selden and Jane his  
Wife and Andrew Hinson on y<sup>e</sup> twenty sixth Day of September Anno Dom<sup>i</sup> 1764 Preserved  
Clay on y<sup>e</sup> twenty eighth Day of y<sup>e</sup> same September in y<sup>e</sup> forenoon and y<sup>e</sup> Wife of y<sup>e</sup> said  
Preserved and Eunice his Daughter on y<sup>e</sup> same twenty eighth Day of September David  
Gould and his Wife John Gould and his Wife Joseph Gould and Noah Gould & Ester Sutton  
on y<sup>e</sup> twenty Ninth Day of September aforesaid were warned forthwith to Depart &  
leave y<sup>e</sup> said District of Amherst Under y<sup>e</sup> pains and penalty of y<sup>e</sup> Law by Noah  
Duninson Constable

Northfield } Pursuant to a Warrant under y<sup>e</sup> hands & Seals of y<sup>e</sup> Select Men of Northfield bearing Date the  
Caution } twenty third Day of August Anno Dom<sup>i</sup> 1764 and now brought here William Wiman &  
Margaret his Wife, Henry Wiman and Robert Wiman Children to said William and Marg-  
aret Joseph Cumins and Sarah his Wife Asa Cumins, John Alger and Mary Alger Children  
of said Joseph Joseph and Sarah Cumins, Martha Hervey wife of Nathan Hervey Meli Hervey  
Edmond Hervey Elizabeth Hervey and Cloe Hervey Children of said Nathan and Martha  
Hervey, Rebecca Lawrence Daughter of Thomas Lawrence David Perry and Daniel Hill  
on y<sup>e</sup> second Day of September Anno Dom<sup>i</sup> 1764 were warned forthwith to Depart  
and leave y<sup>e</sup> said Town of Northfield by Samuel Merriman Constable

Charterfield } Timothy Dyer h<sup>i</sup> Son Esq<sup>r</sup> one of y<sup>e</sup> Committee heretofore appointed to Repair y<sup>e</sup> Bridge  
Bridge } over y<sup>e</sup> Westfield River in y<sup>e</sup> Townshipp of Charterfield brings an account of y<sup>e</sup> Expenses for  
that purpose amounting to £ 30-15-10 as on file y<sup>e</sup> same amount being Read &  
considered is allowed and ordered that y<sup>e</sup> same be paid to y<sup>e</sup> said Timothy out of y<sup>e</sup> Coun-  
ty Treasury for y<sup>e</sup> Use of y<sup>e</sup> persons mentioned therein according to y<sup>e</sup> sums affixed to their  
names

Order h<sup>i</sup> 24<sup>th</sup> Dec<sup>r</sup> 1764



Lieut. Abner Smith Under keeper of his Majesty's Goal in this County now presents his Account of keeping and Billhook David Pulifer a Prisoner at y<sup>e</sup> Kings Suit / as on file appears / Amounting to two pounds twelve shillings and six pence and prays Allowance &c which being viewed & allowed And it is Ordered that y<sup>e</sup> County Treasurer be Directed to pay y<sup>e</sup> said Sum to the said Abner out of y<sup>e</sup> County Treasury &c — — — Order Issd 8<sup>th</sup> Decr 1764 — — —

Ebenezer Burt of Springfield now brings his Account here of Repairs of his Majesty's Goal in said Springfield amounting to y<sup>e</sup> Sum of Eight Shillings and eight pence and prays y<sup>e</sup> same may be allowed to him and an Order pass for y<sup>e</sup> payment thereof &c the Court having seen y<sup>e</sup> same do Allow y<sup>e</sup> same and do Order that y<sup>e</sup> said Sum be paid to y<sup>e</sup> said Ebenezer out of y<sup>e</sup> County Treasury by y<sup>e</sup> Treasurer thereof &c Order Issd 8<sup>th</sup> Decr 1764 — — —

Deacon Ebenezer Hunt of Northampton now presents his Account to y<sup>e</sup> Court of time & Expenses in viewing a certain Way in Southampton he being heretofore appointed by this Court for that purpose, and prays that y<sup>e</sup> same Account may be allowed Amounting to fourteen shillings / which Account is on y<sup>e</sup> files of this Term, y<sup>e</sup> Court having Inspected y<sup>e</sup> said Account do Allow y<sup>e</sup> same. And do Order that the County Treasurer be Directed to pay y<sup>e</sup> said Sum to y<sup>e</sup> said Ebenezer out of y<sup>e</sup> County Treasury — — — Order Issd 8<sup>th</sup> Decr 1764 — — —

Oliver Partridge Esq<sup>r</sup> Sheriff of y<sup>e</sup> County of Hampshire presents his Account of Divers Articles of Charge amounting in y<sup>e</sup> whole to y<sup>e</sup> Sum of Eleven pounds Eighteen Shillings and six pence as by y<sup>e</sup> Account on file appears in which Account is included Curriers Account of work at y<sup>e</sup> Bridge in Chertseyfield / the Court having Inspected y<sup>e</sup> said Account do Allow y<sup>e</sup> same & And do order that y<sup>e</sup> said Sum be paid to y<sup>e</sup> said Oliver out of the County Treasury by the Treasurer thereof &c Order Issd 8<sup>th</sup> Decr 1764 — — —

Josiah Dwight Esq<sup>r</sup> of Springfield Presents an Account to this Court of work done in getting Timber for y<sup>e</sup> Goal in said Springfield and carting y<sup>e</sup> same at y<sup>e</sup> Desire of y<sup>e</sup> said Josiah which said work was done and performed by Ebenezer Burt amounting to six pounds twelve shillings / as by said Account on file &c / y<sup>e</sup> said Josiah prays that y<sup>e</sup> said Account may be allowed &c y<sup>e</sup> same being Inspected and Considered by y<sup>e</sup> Court is allowed. &c And it is Ordered by y<sup>e</sup> Court that y<sup>e</sup> County Treasurer be directed to pay y<sup>e</sup> same out of y<sup>e</sup> County Treasury to y<sup>e</sup> said Josiah — — — Order Issd 8<sup>th</sup> Decr 1764 — — —

Edward Pymhon Treasurer of y<sup>e</sup> County of Hampshire presents his Account to this Court of his Cost in procuring one Large Record Book amounting to three pounds eight shillings and six pence praying an Allowance &c. The Court having Inspected y<sup>e</sup> same Account do Allow it. And Order that y<sup>e</sup> County Treasurer be Directed to pay y<sup>e</sup> said Sum to y<sup>e</sup> said Edward out of y<sup>e</sup> County Treasury — — — Order Issd 8<sup>th</sup> Decr 1764 — — —

It is Ordered by this Court that y<sup>e</sup> several persons who have served as Grand Jurors in this County by the present Year, 'Inclusive of this Term' And those also who have served as Attendants on y<sup>e</sup> Grand Jury at y<sup>e</sup> several Sessions within y<sup>e</sup> Year be paid and satisfied the Sums due to them respectively out of y<sup>e</sup> County Treasury of this County, And that y<sup>e</sup> Clerk of this Court Cast y<sup>e</sup> Account and transmit y<sup>e</sup> same together with a Copy hereof to y<sup>e</sup> County Treasurer — — —



33 It is Agreed and Determined by y<sup>e</sup> Justices now here present that y<sup>e</sup> Sum of two hundred and  
 The <sup>thirteen</sup> pounds twelve Shillings and two pence two farthings Lawfull Money shall be  
 County raised y<sup>e</sup> present year upon y<sup>e</sup> Several Towns Districts Parishes & places that are taken  
 Tax by y<sup>e</sup> Province, in y<sup>e</sup> said County, for defraying the usual necessary County Charges a-  
 Order rising and happening in y<sup>e</sup> same. And also that y<sup>e</sup> Sum of One hundred and fifty  
 pounds in addition to what is already raised for y<sup>e</sup> purpose be raised for Building  
 a Goal Agreed and Ordered by this Court at y<sup>e</sup> November Term y<sup>e</sup> 63 to be built in the  
 County. And that y<sup>e</sup> said Several Towns &c shall pay their Several proportion there-  
 of as near as may be according to their Respective proportions of y<sup>e</sup> Province Tax  
 y<sup>e</sup> present year that is to say y<sup>e</sup> Town of Springfield the sum of £ 64<sup>sh</sup> 10<sup>sh</sup> 3<sup>d</sup>

Northampton £ 3<sup>sh</sup> 3<sup>sh</sup> 4<sup>d</sup> 0  
 Southampton --- 7<sup>sh</sup> 15<sup>sh</sup> 6<sup>d</sup> 2  
 Hadley --- 15<sup>sh</sup> 1<sup>sh</sup> 10<sup>d</sup> 1  
 South Hadley --- 15<sup>sh</sup> 17<sup>sh</sup> 4<sup>d</sup> 3  
 Amherst --- 10<sup>sh</sup> 15<sup>sh</sup> 7<sup>d</sup> 0  
 Hatfield --- 2<sup>sh</sup> 2<sup>sh</sup> 1<sup>sh</sup> 11<sup>d</sup> 2  
 Westfield --- 2<sup>sh</sup> 5<sup>sh</sup> 4<sup>d</sup> 10<sup>d</sup> 1  
 Deerfield --- 15<sup>sh</sup> 5<sup>sh</sup> 3<sup>d</sup> 0  
 Greenfield --- 5<sup>sh</sup> 1<sup>sh</sup> 3<sup>d</sup> 0<sup>d</sup> 1  
 Sunderland --- 10<sup>sh</sup> 7<sup>sh</sup> 3<sup>d</sup> 1  
 Montague --- 3<sup>sh</sup> 4<sup>sh</sup> 4<sup>d</sup> 3  
 Northfield --- 9<sup>sh</sup> 5<sup>sh</sup> 2<sup>d</sup> 1  
 Brimfield --- 14<sup>sh</sup> 14<sup>sh</sup> ---

South Brimfield --- 9<sup>sh</sup> 0<sup>sh</sup> 0<sup>d</sup> 1  
 Mansion --- 15<sup>sh</sup> 10<sup>sh</sup> 7<sup>d</sup> 2  
 Pelham --- 10<sup>sh</sup> 18<sup>sh</sup> 9<sup>d</sup> ---  
 Greenwich --- 8<sup>sh</sup> 10<sup>sh</sup> 1<sup>d</sup> 2  
 Blanford --- 7<sup>sh</sup> 3<sup>sh</sup> 4<sup>d</sup> 3  
 Palmer --- 10<sup>sh</sup> 19<sup>sh</sup> 2<sup>d</sup> 3  
 Granville --- 12<sup>sh</sup> 1<sup>sh</sup> 8<sup>d</sup> 7<sup>d</sup> 1  
 New Salem --- 7<sup>sh</sup> 1<sup>sh</sup> 3<sup>d</sup> 1<sup>d</sup> 1  
 Belchertown --- 7<sup>sh</sup> 15<sup>sh</sup> 0<sup>d</sup> 3  
 Colrain --- 4<sup>sh</sup> 11<sup>sh</sup> 1<sup>d</sup> 1  
 Ware --- 2<sup>sh</sup> 17<sup>sh</sup> 4<sup>d</sup> 1  
 Bernardston --- 2<sup>sh</sup> 15<sup>sh</sup> 0<sup>d</sup> 1  
 Hinstown --- 1<sup>sh</sup> 0<sup>sh</sup> 4<sup>d</sup> 1  
 Thetford --- 4<sup>sh</sup> 6<sup>sh</sup> 0<sup>d</sup> 1  
 Wilbraham --- 9<sup>sh</sup> 12<sup>sh</sup> 2<sup>d</sup> 1

Sum Total £ 96<sup>sh</sup> 12<sup>sh</sup> 2<sup>d</sup> 2

And it is Ordered that y<sup>e</sup> Clerk of this Court give his Warrant to y<sup>e</sup> Select  
 or Assessors of y<sup>e</sup> Several Towns and places aforesaid Willing and Requiring them to  
 assess the sum set on their Town District Parish or place Respectiveley on the Inha-  
 bitants thereof each One his due and equal proportion thereof according to the  
 Rule given for raising Monies for y<sup>e</sup> Province Charges this year, and to make  
 true and perfect Lists of y<sup>e</sup> Names of those on whom y<sup>e</sup> same shall be assessed  
 and Distinguish y<sup>e</sup> sum set on each &c. And to cause y<sup>e</sup> same to be levied and paid  
 in to y<sup>e</sup> County Treasurer his Successor or Order on or before the thirty first Day of  
 March Next, And it is further Ordered that y<sup>e</sup> Clerk transmit to y<sup>e</sup> County Trea-  
 surer a copy of this Order and y<sup>e</sup> above said Rate &c

Warrants have been Issd on y<sup>e</sup> 4<sup>th</sup> &  
 15<sup>th</sup> of December y<sup>e</sup> 64 according to



The Committee heretofore appointed by this Court to Lay a Road from White Loaf Hills  
by way of Pawcatuck to bounds of Suffield bring their Return here in these words  
Saturday April 4<sup>th</sup> 1764 Then We the Subscribers went to Lay out the Highway turn  
ing out of y<sup>e</sup> Road from Northampton to Westfield at White Loaf Hills and going East of  
Westfield ponds down through Pawcatuck to y<sup>e</sup> bounds of Suffield. We began at a heap of stones  
called y<sup>e</sup> Corner of Springfield which Stones are on y<sup>e</sup> West side of y<sup>e</sup> Road Leading from North-  
ampton to Westfield and marked a pine tree R & H W which Tree stands about one Rod  
South of said heap of Stones from thence We run first S 20° E 80 perch to a pine on y<sup>e</sup> East  
side of y<sup>e</sup> Road marked H W thence S 10° E in y<sup>e</sup> Line between Springfield and Northampton  
42 1/2 perch to a pine tree marked thence S 16° W 32 perch to a pine tree marked thence S 80°  
E 36 perch to a pine tree marked thence S 13° W 36 perch to a pine tree marked thence  
S 10° W 48 perch to a pine tree marked thence S 18° W 15 1/2 perch to a pine tree marked the West  
side of y<sup>e</sup> Road thence S 10° W 26 perch to a pine tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S  
18° W 86 perch to a pine tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 24° W 7 1/2 perch to a pine  
tree marked thence S 13° W 59 perch to a white Oak tree marked thence S 130° 30<sup>m</sup> W 40 perch to a  
black Oak tree marked thence S 32° W 30 perch to a pine tree marked thence W 34° S 23 perch  
to a pine tree marked thence W 40° S 18 perch to a pine saddle marked thence S 36° W 32 perch  
to a pine tree marked thence South West 13 perch to a pine marked y<sup>e</sup> Northwest side of y<sup>e</sup> Road  
thence S 34° W 24 perch to a pine saddle marked y<sup>e</sup> North side of y<sup>e</sup> Road thence S 24° W 24 perch  
to a tree <sup>new</sup> thence S 20° W ~~24~~<sup>34</sup> perch to a black Oak marked thence S 23° W 44 perch to a pine  
marked thence S 12° W 20 perch to a black Oak tree marked thence S 19° W 38 perch to a pine  
tree marked thence S 23° W 43 perch to a pine tree marked thence S 3° W 49 perch to a pine tree  
marked thence S 20° W 49 perch to a pine saddle marked thence S 11° W 22 perch to a pine  
tree marked thence S 5° W 32 perch to a pine tree marked thence S 2° W 15 1/2 perch to a dry  
white Oak tree marked in Deacon Taylors farm thence S 1° E 30 perch to a pine saddle m<sup>d</sup>  
then South 14° E 20 perch to a pine marked thence S 13° E 7 perch to a pine saddle marked thence  
S 21° E 32 perch to a pine tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 4° W 28 perch to a pine tree m<sup>d</sup>  
thence S 12° W 15 1/2 perch to y<sup>e</sup> East side of y<sup>e</sup> Road thence S 24° W 32 perch to a black Oak tree marked  
thence S 1° W 26 perch to a white Oak marked y<sup>e</sup> west side of y<sup>e</sup> Road thence S 10° E 13 perch to a  
pine marked thence S 21° 30<sup>m</sup> W 58 perch to a black Oak marked thence S 30° W 7 1/2 perch to a sad-  
dle marked thence S 11° W 28 perch to a tree marked thence S 18° 30<sup>m</sup> W 24 perch to a pine marked  
thence S 10° W 25 perch to a black tree marked thence S 8° W 33 1/2 perch to a black Oak marked thence  
S 12° W 16 perch to a black saddle marked thence S 7° W 41 perch to a black Oak saddle marked  
thence S 26° W 8 perch to a white Oak marked thence S 7° West 16 perch to a black Oak marked  
thence S 34° W 24 perch to a white Oak marked thence S 14° W 15 perch to a white Oak saddle  
marked thence S 21° W 20 perch to a black Oak marked R & H W which stands in y<sup>e</sup> Road Lead-  
ing from Westfield to Springfield thence in y<sup>e</sup> Road from Springfield to Westfield the Gran-  
ville Course S 15° S 160 perch to Springfield bounds thence the same Course in y<sup>e</sup> said Road 54 1/2  
perch further to a black Oak tree marked thence S 20° S 12 1/2 perch thence S 14° S 15 perch to y<sup>e</sup>  
Edge of Westfield River thence S 8° W 12 perch to y<sup>e</sup> South side of y<sup>e</sup> River thence S 31° W 26 perch  
to a chestnut saddle marked thence S 32° 30<sup>m</sup> W 30 perch thence S 18° E 28 perch to a pine tree  
marked thence S 4° E 56 perch to a black Oak tree marked thence S 21° E 7 perch to a pine tree  
marked R & H W which pine stands in the Road leading to Westfield thence S 40° E 45 1/2 perch  
to a pine marked y<sup>e</sup> West side of y<sup>e</sup> Road thence S 39° S 22 perch to a pine saddle marked

thence



34 thence E 44° S 54 perch thence S 13° E 36 perch to a pine stake marked thence S 23° E 18 1/2  
perch thence S 29° W 52 perch to y<sup>e</sup> East side of y<sup>e</sup> Road thence S 17° W 46 perch to a Black  
Oak tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 3° W 53 perch to a White Oak tree marked  
the West side of y<sup>e</sup> Road thence S 24° 30' E 65 1/2 perch to a White Oak Saddle marked y<sup>e</sup>  
West side of y<sup>e</sup> Road thence S 14° W 69 1/2 perch thence S 4° W 81 perch to a White Oak tree  
marked y<sup>e</sup> West side of y<sup>e</sup> Road thence S 2° W 64 perch to a Chestnut tree marked the East  
side of y<sup>e</sup> Road thence S 1° E 57 perch to y<sup>e</sup> West side of y<sup>e</sup> Road thence S 9° 30' W 40  
perch to a White Oak tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 13° 30' W 66 perch to an  
Elm tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 10° E 69 perch to a Stake marked the West  
side of y<sup>e</sup> Road thence S 12° E 98 perch to a Black Oak tree marked thence S 30' W 140  
perch to a Black Oak tree marked y<sup>e</sup> Center of y<sup>e</sup> Road thence S 4° W 58 perch to a Black  
Oak marked thence S 3° W 30 perch to a White Oak tree marked thence S 1° W 57 perch  
to y<sup>e</sup> West side of y<sup>e</sup> Road thence S 17° E 66 perch to a Stake marked y<sup>e</sup> East side of the  
Road thence S 1° W 48 perch to a White Oak Saddle marked y<sup>e</sup> East side of the Road  
thence S 21° W 19 perch to a White Oak tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 14°  
W 63 perch to a White Oak tree marked y<sup>e</sup> East side of y<sup>e</sup> Road thence S 10° W 49 perch  
to a White Oak tree marked y<sup>e</sup> Center of y<sup>e</sup> Road then S 8° W 26 perch to a Black Oak  
Saddle marked R & H W which stands one perch North of y<sup>e</sup> Line between Springfield  
and Suffield this Road four perch Wide: it is to be Understood that all y<sup>e</sup> trees on  
this Road that are said to be marked are marked with this mark H W and stand  
in y<sup>e</sup> Center of y<sup>e</sup> Road except otherwise Described - Daniel Moody & Seal - William  
Eastman & Seal - David Nash & Seal - Phineas Smith & Seal - and Eleazer Nash & Seal

Continued: which said Return being Inspected & and Considered is Allowed and Accepted. and it is Order  
by y<sup>e</sup> Court now here that y<sup>e</sup> way therein Described be hereafter known and Considered  
as a public Highway, and that it be Revoided with y<sup>e</sup> Rewards of this Term

Highway from  
y<sup>e</sup> Country road  
in Westfield to  
y<sup>e</sup> road from  
White Loaf hills  
to Suffield  
The Committee heretofore Appointed to Lay a Road from from y<sup>e</sup> Country Road in West-  
field town Eastward untill it Intersects y<sup>e</sup> Road Ordered to be laid out from White Loaf hills  
through Pawcatuck to y<sup>e</sup> bounds of Suffield now bring their return here in these words  
to wit - Tuesday May y<sup>e</sup> first y<sup>e</sup> 69 then We the Subscribers proceeded to Lay a Road from the  
Country Road in Westfield running Eastward untill it Intersects y<sup>e</sup> Road Laid from White  
Loaf hills through Pawcatuck to y<sup>e</sup> bounds of Suffield. We began at a Stake and Stones  
marked R & H W which stands in y<sup>e</sup> Country Road in Westfield at y<sup>e</sup> West end of y<sup>e</sup> Lane  
Leading from said Road to y<sup>e</sup> Mills from said Stake and Stones We run first E 44°  
S 132 perch to an Elm tree marked y<sup>e</sup> South side of y<sup>e</sup> Road by y<sup>e</sup> Mills thence S 10°  
S 49 perch to a Stake and Stones marked thence E 4° 30' S 54 perch to a heap of Stones  
thence N 43° E 28 1/2 perch to a white Oak marked thence N 39° 30' E 24 perch to a Ches-  
nut Saddle marked thence N 34° 30' E 30 perch to a Chestnut Saddle marked thence North  
29° E 32 perch to a heap of Stones this Road from whence it begins to y<sup>e</sup> End of the  
Course Last mentioned is laid six perch Wide: from y<sup>e</sup> said heap of Stones is E 37° 35'  
N 28 perch to a Black Oak Saddle marked thence E 2° S 49 perch to a pine Saddle  
marked thence E 12° S 38 1/2 perch to a pine Saddle marked y<sup>e</sup> North side of y<sup>e</sup> Road thence  
E 18° S 23 1/2 perch to a Saddle marked thence East 39° S 35 perch to a pine Saddle  
marked thence S 34° E 42 perch to a pine Saddle marked thence S 42° E 25 perch to a  
pine Saddle marked R & H W which stands in y<sup>e</sup> Middle of y<sup>e</sup> Road and in the  
Road laid from White Loaf hills by Pawcatuck to y<sup>e</sup> bounds of Suffield this  
Road from y<sup>e</sup> heap of Stones at y<sup>e</sup> end of y<sup>e</sup> Course N 39° E above described  
to



Nowhere it joins with y<sup>e</sup> Pawcatuck Road is four Rods wide. Note: that all y<sup>e</sup> trees on this  
Road that are said to be marked are marked with H W and stand in the Center of y<sup>e</sup> Road  
Except otherwise Described. Daniel Moody & Seal — William Eastman & Seal —  
David Naph and Seal — Phineas Smith & Seal — Eleazer Nash & Seal. — The above  
Return being Inspected and Considered by y<sup>e</sup> Court y<sup>e</sup> same is accepted. And it is Or-  
dered by y<sup>e</sup> said Court that y<sup>e</sup> said Return be Recorded with y<sup>e</sup> Records of this Term and  
that y<sup>e</sup> way described in said return be hereafter considered as a public and Common  
Highway.

The Committee heretofore appointed by this Court to view y<sup>e</sup> grounds and Lay out a Road if  
Judged best from y<sup>e</sup> County Road in Springfield near Benjamin Elys to y<sup>e</sup> Road Leading from  
from Northampton to Westfield or, as on Records heretofore bring their Return here in these  
Words to wit: We the subscribers being appointed by y<sup>e</sup> honorable Court of Sessions a  
Committee to view y<sup>e</sup> grounds and Lay out a Road if Judged best; from y<sup>e</sup> County Road in  
Springfield near Benjamin Elys to y<sup>e</sup> Road Leading from Northampton to Westfield through  
a piece called Buxter Notch; and also further to explore the grounds through which y<sup>e</sup> Road first  
Ordered to be Laid from y<sup>e</sup> County Road Leading from Northampton to Westfield through Paw-  
catuck to y<sup>e</sup> bounds of Suffield and make any Alteration in said Road that might be Judged  
best for y<sup>e</sup> publick and to hear all persons that might have any thing to Object against y<sup>e</sup>  
said Road: And also make Menfuration of any other way or ways that might be thought  
best for y<sup>e</sup> publick: after having given reasonable Notice to all persons Intersted of the  
time and place of our Meeting: Met at y<sup>e</sup> house of Benjamin Ely on Monday the fifteenth  
of October 1764 and proceeded to view y<sup>e</sup> ground from y<sup>e</sup> Road near said Elys through  
y<sup>e</sup> Woods by y<sup>e</sup> Great pond foralled and through Buxter Notch to y<sup>e</sup> Country Road Leading  
from Northampton to Westfield and Judged it convenient for y<sup>e</sup> publick that a Road should  
be laid in or near y<sup>e</sup> place proposed: We therefore began to Lay out said Road at a place cal-  
led Buxter house which is in the County Road Leading from Northampton to Springfield near  
the top of Schemet hill We created a heap of Stones in y<sup>e</sup> said place and in the Middle of y<sup>e</sup> Road we  
now Lay out from said heap of Stones we run first S 50° N 46 perch to a pine tree marked the  
side of y<sup>e</sup> Road then S 50° N 30 perch to a pine marked y<sup>e</sup> Center of y<sup>e</sup> road thence S 11° 30°  
to 34 perch thence S 18° E 20 perch to a pine marked y<sup>e</sup> South side of y<sup>e</sup> Road thence S 15° S 28  
perch to a pine marked y<sup>e</sup> North side of y<sup>e</sup> road thence S 27½ perch to a pine marked thence S 30°  
North 32 perch to a pine marked y<sup>e</sup> North side of y<sup>e</sup> road thence S 21° N 48½ perch to a pine  
thence S 23° 30° N 32 perch to a pine marked y<sup>e</sup> North side of y<sup>e</sup> road thence S 20° S 45 perch to a  
pine marked which stands in y<sup>e</sup> Pawcatuck Road then S 70° S 20 perch to a pine marked the  
North side of y<sup>e</sup> Road thence S 14° N 7½ perch to a pine marked thence S 13° S 24 perch to a heap  
of Stones then S 22° 30° N 32 perch to a Black Oak tree marked then S 47° N 8 perch to a  
Chesnut tree marked then S 25° S 23 perch to a Black tree marked y<sup>e</sup> North side of the  
Road then S 24° S 26 perch to a Walnut Saddle marked then S 12° 30° S 7 perch to a poplar  
marked then S 30° S 18 perch to a white Oak tree marked at or near Springfield  
Line then S 43° N 10 perch to a white Oak marked then N 33° E 16 perch to a white Oak mid  
then S 96° N 15 perch to a white Oak tree marked then S 16° N 14 perch to a black Oak  
marked then S 28° N 18 perch to a black tree marked y<sup>e</sup> South side of y<sup>e</sup> Road then S 35°  
North 12½ perch to a tree marked then S 37° N 20 perch to a tree marked then S 24° N 50 perch to  
a white Oak marked & then S 43° N 25 perch to a tree marked then S 13° North 16 perch to a  
Chesnut

Highway from  
County Road in  
Westfield to y<sup>e</sup>  
road from White  
Loaf hills to y<sup>e</sup>  
field Conte

Highway from  
Benj. Elys  
to y<sup>e</sup> road  
from North-  
ampton to  
Westfield

It is not clear from y<sup>e</sup> return whether y<sup>e</sup> fence interlined after the Afternoon  
is to be taken before or after the course but 30° to 18 perch. It is an interlineation  
in the Return but not correct



35  
Continued  
Chesnut<sup>tree</sup> marked then E 25° N 14 perch to a Chesnut marked then E 34° N 24 perch to a  
Red Oak tree marked then N 40° E 24 perch to a black Oak tree marked then N 31° E 13  
perch to a tree marked then E 44° N 6 perch to a black Oak saddle marked then N 41°  
E 62 perch to a pine tree marked then N 29° E 26 perch to a black Oak marked then  
North 10° E 18 perch to a black Oak marked then N 30° W 16 perch to a black Oak marked  
then N 41° E 16 perch to a black Oak marked then N 40° E 22 perch to a tree  
marked then N 11° E 42 perch to a tree marked then N 42° W 11 perch to a black Oak  
marked then N 17° W 20 perch to a black Oak marked then N 23° E 56 perch to a  
white Oak marked then N 33° E 24 perch to a Walnut saddle marked the Road  
these two last courses is laid six perches wide then North 38° E 45 perch a Maple  
marked then N 42° 30° E 16 perch to a saddle marked then E 9° N 10 perch to a black  
Oak marked then E 10° N 15½ perch to a white Oak marked then E 17° N 28 perch  
to a Chesnut tree marked in y<sup>e</sup> fourth side of y<sup>e</sup> Road then N 41° E 26 perch to a  
white Oak marked then N 29° E 19 perch to a Walnut marked then N 43° E 12½ perch  
to a white Oak marked then E 32° N 10 perch to a black Oak marked then E 23° N 11  
perch to a black Oak marked then E 13° N 16 perch to a white Oak marked then N 40°  
E 24 perch to a black Oak marked which stands by y<sup>e</sup> Great pond so called then  
the same course by 11 perch farther to a white Oak marked then E 29° N 8 perch to  
a black Oak marked then E 24° N 17 perch to a white Oak marked then E 16° N 28½  
perch to a black Oak marked then E 20° N 19½ perch to a black Oak marked then E 43°  
N 21 perch to a Chesnut tree marked the same course 25 perch farther to a white Oak marked  
then E 10° North 36 perch to a white Oak marked then E 10° S 34 perch to a Walnut marked  
then E 10° S 49 perch to a black Oak marked then E 15° N 22 perch to a white Oak  
marked y<sup>e</sup> North side of y<sup>e</sup> Road then E 22° S 10 perch to a black Oak marked y<sup>e</sup> North  
side of y<sup>e</sup> Road then E 9° S 30½ perch to a saddle marked then E 10° N 41½ perch to a black  
Oak marked then E 4° S 19½ perch to a black Oak marked then E 17° S 20 perch to a black  
Oak marked y<sup>e</sup> fourth side of y<sup>e</sup> Road then E 15° N 26½ perch to a white Oak saddle m<sup>d</sup>  
y<sup>e</sup> North side of y<sup>e</sup> Road then South East 30 perch to a heap of Stones the North East  
side of y<sup>e</sup> road then S 16° E 14 perch to a black saddle marked then North East 19 perch  
to heap of Stones in y<sup>e</sup> highway that Leads from Northampton to Springfield a Little  
South of Benjamin Joans house this Road four perch wide Note all y<sup>e</sup> trees on this  
Road said to be marked are marked with H W and stand in the middle of y<sup>e</sup> Road ex  
cept otherwise described. Daniel Moody & Seal David Nash & Seal - Deacon  
Nash and Seal and y<sup>e</sup> said Committee likewise Report that they find Damages for  
Deacon Mirick y<sup>e</sup> Road going through his <sup>Land</sup> - The above Report being Read &  
Considered is accepted - and it is Ordered that y<sup>e</sup> Way described in y<sup>e</sup> said Return  
be hereafter known and Considered as a public and Common highway, and that y<sup>e</sup> same  
be Recorded with y<sup>e</sup> Records of this Term - and the Report of Dam<sup>ages</sup> to Deacon Mirick  
is also accepted -

With

Clifford  
Porter &  
John A. W.  
Mr. Clifford Porter of Hadley is now admitted by y<sup>e</sup> Court now here to practice as an  
attorney in this Court and is now sworn according to y<sup>e</sup> Law of this Province in  
this case made & provided -



John Worthington by attorney for our Sovereign Lord the King in <sup>vs</sup> <sup>Chafe</sup>   
 this behalf now comes here and says that he will no further prosecute   
 Mark Chafe of Greenwich in the County of Hampshire German Son of   
 Daniel Chafe of y<sup>e</sup> same Greenwich German (which said Mark is now here   
 in Court in his proper person) upon the presentment of the Grand Jury found   
 against him the said Mark at the last Term of this Court for abutting   
 himself against the peace and contrary to the Statute, from the publick   
 Worship of God at said Greenwich for the space of three several months &c   
 as may be seen on the files of this Term. And it is thereupon ordered that the   
 same Mark be not further held to answer to the s<sup>d</sup>. Presentment

The foregoing Judgments and Orders being made   
 and entered up in manner aforesaid the said   
 Court was adjourned without Day

Att<sup>r</sup> William Williams Clerk.







At his Majesty's Inferiour Court of Common pleas begun and held at Northampton within and for the County of Hamphire on the Second Tuesday of February being the 12th Day of the said Month and so de die in diem 1697. 13th Day of the said Month Anno Domini 1697

Inferiour Court of Common pleas Feb. Term

Present  
Isaac Williams  
Lewis Dwig  
Timothy Dwig  
Thomas Williams

Jury for Trials  
Noah. Strong. freeman  
John Day  
Isaac Day  
Samuel. Field  
Gold. Dinnington  
Benjamin Goodman  
David Fowler  
Moses Miller  
Josiah. Pomeroy  
Nath. Hannam  
Nath. White  
Moses Cook - these impanelled

Others returned viz  
Francis. Stubbins abt. 62  
Aaron. Frazer abt. 62  
John. Ham. - 62  
Jeth. Warner - 62

Clerk. Peter Dwyer  
for. Henry. Bauger

Nedlinah. Fish of Windsor in the County of Hartford and Colony of Connecticut Gentleman vs. Samuel. Gordon of Danbury in the County of Worcester. Roman defendant in a plea of Case as an. record here before the said parties come into Court now here and pray that the Case may be further continued under the same Rule as at the last Term and that they may have a further Day before this Court until the 1st Term of this Court in May Next. And it is granted them. and the Case is continued accordingly

Isaac. Ely et al of Springfield vs. John. Townley of Hartford in the County of Hartford and Colony of Connecticut. defendant in a plea of Case as an. record here before the parties come here and with the leave of this honourable Court that the Case be continued to the next Term of this Court and if said Parties have further Day by the first Tuesday of May Next ensuing the

William of Northampton who lives as well for his Lordship as for himself in the County of Northampton vs. Alexander. Thomson defendant in a plea wherein the plaintiff complains as an. record here before the Court the plaintiff being three times publicly called to come into Court and not execute his Complaint against the defendant in Northampton and the defendant being in the manner called to come into Court is default. and the Case is denied

George. Hitchcock vs. Luke. Hitchcock. alias. Thomas. Gibbs. Warrantor defendant in a plea of Entry of the reversion in port as an. record here before the said parties come here and with the leave of this Court agree that the Case be continued to neither party being ready, and pray that they may have a Day the and it is granted, & they have a further Day before the Court until the first Tuesday of May Next the next Term of this Court and the Case is continued

Charles. Granger of Suffolk in the County of Hamphire Innholder vs. Timothy. Burbank of Springfield Roman defendant in a plea of Case as here before recorded the plaintiff being three times publicly called to come into Court his attorney appears and the defendant being three times publicly called to come into Court



37 makes Default of Appearance here. It is therefore considered by the Court now here that  
Granger } the Plt do recover against y<sup>e</sup> Def<sup>t</sup> three Pounds three Shillings and Seven pence half pen-  
or } ny of Lawfull Money Damages and Costs of Court. Taxed at two pounds Nineteen  
Burbank } Shillings and one penny. And he may have &c. — — — — — Exon J<sup>d</sup> 20<sup>th</sup> Feby 1765

Pomeroy } Ebenezer Pomeroy & Other Pomeroy Administrators on y<sup>e</sup> Estate of Elisha Pomeroy deceased pl<sup>t</sup>  
Adm<sup>r</sup> or } vs James Barton def<sup>t</sup>. In a plea ofy<sup>e</sup> Case, as recorded heretofore the Plt by their said  
Barton } Attorney appear and pray that y<sup>e</sup> Case may be Continued under y<sup>e</sup> same Rule as at y<sup>e</sup>  
last Term. And it is Granted them And they have Day untill y<sup>e</sup> first Tuesday of May Next  
the Next Term of this Court & y<sup>e</sup> Def<sup>t</sup> hath y<sup>e</sup> same Day y<sup>e</sup> Case is Continued &c.

Whitcomb } Sottoway Whitcomb pl<sup>t</sup> vs Abraham Gibbs def<sup>t</sup>. In a plea wherein y<sup>e</sup> said Sottoway Complaines &  
or } as heretofore recorded the parties by their Attorneys aforesaid appear And Josiah Chauncey  
Gibbs } Esq<sup>r</sup> and Nathaniel Dwight Gentleman <sup>two of y<sup>e</sup></sup> Referees heretofore appointed now bring their Re-  
port here in these words to wit We y<sup>e</sup> Subscribers <sup>between</sup> y<sup>e</sup> parties above Named in y<sup>e</sup> Case  
aforesaid. Appointed by y<sup>e</sup> honourable Justices ofy<sup>e</sup> Inferiour Court aforesaid having  
given timely Notice ofy<sup>e</sup> time and place of our Meeting to y<sup>e</sup> parties Concerned met at  
the Dwelling house of Lieut Nevins of Greenwich and both parties appeared. & We having  
fully heard y<sup>e</sup> pleas and Allegations ofy<sup>e</sup> parties upon the Premises do Order and Award that  
y<sup>e</sup> said Abraham Gibbs shall pay unto y<sup>e</sup> said Sottoway Whitcomb Twenty Shillings Lawfull  
Money Damages and Cost ofy<sup>e</sup> Suit abovementioned and the Costs of this Reference being  
three pounds two shillings and ten pence Lawfull Money. Signed Josiah Chauncey &  
Nathaniel Dwight. The above Report being read and considered is accepted. It is there-  
fore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Sottoway do Recover against the said A-  
braham One pound of Lawfull Money Damages and Cost of Suit and ofy<sup>e</sup> above  
Reference Taxed at thirteen pounds Nine shillings and three pence of like Money and  
he may have his Exon thereof &c. — — — — — Exon J<sup>d</sup> 7<sup>th</sup> March 1765

Gunn } Elisha Gunn of Montague pl<sup>t</sup> vs Elisha King def<sup>t</sup>. In a plea ofy<sup>e</sup> Case, as heretofore on  
or } record the said Elisha Gunn being three times publicly called to appear and prosecute his  
King } plea aforesaid against y<sup>e</sup> said Elisha King in Non suit and y<sup>e</sup> said Elisha King being called  
in like manner to come into Court is Defaulted. and y<sup>e</sup> Case is Dismissed &c.

Wilson } Elin Wilson pl<sup>t</sup> vs Benjamin Colton Jun<sup>r</sup> def<sup>t</sup>. In a plea of Debt as heretofore Recorded the  
or } parties  
Colton } appear and with y<sup>e</sup> leave of this Court now here Agree that y<sup>e</sup> Case be Continued under  
y<sup>e</sup> same Rule as heretofore and it is Granted them. And they have a further Day before  
this Court untill y<sup>e</sup> first Tue day of May Next the Next Term of this Court & the Case  
is Continued untill that time &c.

Fowler } Biliad Fowler of Westfield in y<sup>e</sup> County of Hampshire Traler pl<sup>t</sup> vs Daniel Hillon of Blanford  
or } in y<sup>e</sup> said County from an def<sup>t</sup>. In a plea ofy<sup>e</sup> Case as heretofore recorded the pl<sup>t</sup> appears  
Hillon } and prays that y<sup>e</sup> Case may be Continued under y<sup>e</sup> same Rule as at y<sup>e</sup> last Term of this Court  
& it is Granted. & he has a Day before this Court untill y<sup>e</sup> first Tuesday of May Next the  
Next Term of this Court and y<sup>e</sup> Def<sup>t</sup> likewise hath y<sup>e</sup> same Day & y<sup>e</sup> Case is Continued &c.

Fowler } Biliad Fowler of Westfield in y<sup>e</sup> County of Hampshire Traler pl<sup>t</sup> vs William Brown of Blanford  
or } from an def<sup>t</sup>. In a plea ofy<sup>e</sup> Case as recorded heretofore the parties appear And Mess<sup>rs</sup> John  
Hillon } Shepard & Benjamin Day & Jonathan White Referees heretofore appointed &c. Now bring their  
Award here by which they Award that y<sup>e</sup> said William Recover against y<sup>e</sup> said Biliad  
Costs of Court and Costs of Reference which is One pound fourteen shillings and six pence  
as by y<sup>e</sup> Award on the files of this Term appears which said Award being read and Consi-  
dered is accepted. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said William do recover



against y<sup>e</sup> said Billed six pounds and four pence Costs of Suit and off y<sup>e</sup> said Reference & he may have his Execution thereof — — — — — Exon Id 20<sup>th</sup> July 1765 { Fowler or Brown

Seymour Allen an Infant who lies by John Parn his Guardian pl<sup>t</sup> vs Isaac Hibbee def<sup>t</sup> In a plea of Trespass &c as heretofore recorded; the Parties come before the Court now here and with y<sup>e</sup> Leave of y<sup>e</sup> Court agree that y<sup>e</sup> Case be continued. It is therefore continued untill the first Tuesday of May Next and y<sup>e</sup> parties have a Day granted them till y<sup>e</sup> said first Tuesday of May the Next Term of this Court &c — — — — — { Allen or Hibbee

Joseph Butler of Birmingham in y<sup>e</sup> County of Middlesex Gentleman pl<sup>t</sup> vs Ebenezer Haven of Starchbridge from an def<sup>t</sup> In a plea of y<sup>e</sup> Case &c as on record at y<sup>e</sup> past Term, the Parties come before the Court now here and agree with the Leave of this Court that y<sup>e</sup> Case may be continued and it is granted and they have a Day before the Court <sup>until</sup> on y<sup>e</sup> first Tuesday of May Next the Next Term of this Court &c & the Case is continued &c — — — — — { Butler or Haven

Noah Smith Jun<sup>r</sup> of Hadley pl<sup>t</sup> vs Josiah Raymond of y<sup>e</sup> same Hadley def<sup>t</sup> In a plea of Debt &c as recorded heretofore. the parties now come here and agree to submit this Case and all other Demand in Law & Equity which they have against each other with all Controversies subsisting between them to y<sup>e</sup> final Determination and Award of Mess<sup>rs</sup> Joseph Hook Ebenezer Hunt and William Williams for any two of them Arbitrators mutually chosen by y<sup>e</sup> said parties, & the said Referees are directed to make y<sup>e</sup> Award touching y<sup>e</sup> Premises and return y<sup>e</sup> same into this Court as soon as may be. and y<sup>e</sup> Case is continued untill y<sup>e</sup> Next Term of this Court &c — — — — — { Smith or Raymond

Hester Marsh of Hadley in the County of Hampshire Gentleman pl<sup>t</sup> vs Timothy Nash Late of Shutesbury in y<sup>e</sup> same County from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> pl<sup>t</sup> Demands thirty pounds &c Error which y<sup>e</sup> pl<sup>t</sup> says is equal in Value to y<sup>e</sup> Sum of four pounds Lawfull Money which y<sup>e</sup> Def<sup>t</sup> on y<sup>e</sup> thirteenth Day of January Anno Dom<sup>i</sup> 1747-8 by his Note of that Date for Value received promised to pay y<sup>e</sup> pl<sup>t</sup> on Demand — The pl<sup>t</sup> appears and y<sup>e</sup> def<sup>t</sup> being three times publickly called to come into Court makes Default of Appearance here. It is therefore considered by the Court now here that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> the Sum of three pounds sixteen Shillings and three pence ~~two farthings~~ of Lawfull Money Damages and One pound Seven Shillings and three pence of like <sup>Money</sup> Costs of this Suit and he may have his Exon thereof — — — — — Exon Id 20<sup>th</sup> July 1765 { Marsh or Nash

Joseph Hubbard of Hadley in the County of Hampshire Gentleman pl<sup>t</sup> vs Samuel Owen of Warr in y<sup>e</sup> same County from an def<sup>t</sup> In a plea that y<sup>e</sup> def<sup>t</sup> render &c wherein y<sup>e</sup> pl<sup>t</sup> demands against y<sup>e</sup> def<sup>t</sup> two pounds Nineteen Shillings and four pence half penny in Consideration of a Judgment had and obtained heretofore in y<sup>e</sup> Inferiour Court in y<sup>e</sup> County of Hampshire & one <sup>pound</sup> fifteen Shillings and Seven pence for y<sup>e</sup> said Josephs Costs in obtaining said Judgment &c The said Joseph by Elisha Porter Gentleman his Attorney appears. and y<sup>e</sup> said Samuel being three times publickly called to come into Court makes default of Appearance here — It is therefore considered that the said Joseph do recover against y<sup>e</sup> said Samuel four pounds sixteen Shillings and Nine pence two farthings of Lawfull Money Debt and One pound Eight Shillings and five pence of like Money Costs of Suit and he may have his Execution &c — — — — — Exon Id 20<sup>th</sup> July 1765 { Hubbard or Owen

Olivier Smith of Hadley in the County of Hampshire from an pl<sup>t</sup> vs Ebenezer Nash of South-Hadley in y<sup>e</sup> same County from an def<sup>t</sup> In a plea of Trespass on the Case for that whereas { Smith or Nash



one Elisha Nash of South Hadley aforesaid Brother of y<sup>e</sup> said Cleazer Nash on the thirteenth Day of August Anno Dom<sup>i</sup> 1764 was Indebted by y<sup>e</sup> said Oliver Smith in the Sum of four pounds Six Shillings and ten pence Lawfull Money for a horse before that time sold and Delivered by y<sup>e</sup> said Elisha at y<sup>e</sup> said Elisha's special Instance and Request he the said Oliver Smith afterwards viz y<sup>e</sup> same Day and Year last mentioned for y<sup>e</sup> recovery of y<sup>e</sup> said Debt do due as aforesaid intended to Implead and prosecute y<sup>e</sup> said Elisha at Our Inferiour Court of Common Pleas then next to be held at Springfield within and for Our County aforesaid on y<sup>e</sup> Last Tuesday of y<sup>e</sup> same August of which Debt do due as aforesaid from y<sup>e</sup> said Elisha to y<sup>e</sup> said Oliver, and also of the Intention of y<sup>e</sup> said Oliver as abovementioned he y<sup>e</sup> said Cleazer Nash having Notice. The said Cleazer y<sup>e</sup> same Day and Year last abovementioned at South Hadley aforesaid in Consideration that y<sup>e</sup> said Oliver at y<sup>e</sup> special Instance and Request of him the said Cleazer would forbear his suit intended to be prosecuted by him the said Oliver against y<sup>e</sup> said Elisha as aforesaid and would not sue the said Elisha for y<sup>e</sup> Debt aforesaid at Our said Court last abovementioned then and there undertook and to the said Oliver faithfully promised that he the said Cleazer would as soon as he could come from South Hadley aforesaid to Hadley aforesaid see that y<sup>e</sup> said Oliver Smith should be paid y<sup>e</sup> aforesaid Sum of four pounds Six Shillings and ten pence Lawfull Money or that y<sup>e</sup> payment thereof should be secured to him the said Oliver. And the said Oliver Smith in fact says that he trusting to y<sup>e</sup> promise and Undertaking of the said Cleazer for made as aforesaid did not after y<sup>e</sup> making y<sup>e</sup> said promise sue or prosecute y<sup>e</sup> said Elisha at Our said Court last abovementioned for the Debt aforesaid but did from thenceforth forbear his suit by him Intended to be prosecuted against y<sup>e</sup> said Elisha for y<sup>e</sup> recovery of his Debt do due as aforesaid of all which the said Cleazer afterwards viz on the first Day of September last past at South Hadley aforesaid had Notice. Nevertheless y<sup>e</sup> said Cleazer notwithstanding his promise and Undertaking so made as aforesaid but Contriving and fraudulently Intending to defraud and Deceive y<sup>e</sup> said Oliver in this particular has never paid the said Oliver the aforesaid Sum of four pounds Six Shillings and ten pence Lawfull Money or any part thereof nor has he seen that y<sup>e</sup> said Oliver was paid y<sup>e</sup> same Sum or any part thereof or that y<sup>e</sup> payment thereof was secured to y<sup>e</sup> said Oliver according to his y<sup>e</sup> said Cleazer's promise made as aforesaid although he the said Cleazer has been often thereto requested and although y<sup>e</sup> said Cleazer could have come from South Hadley aforesaid to Hadley aforesaid but he y<sup>e</sup> said Cleazer altogether hitherto hath and still doth refuse to perform his aforesaid promise and y<sup>e</sup> aforesaid Sum of four pounds Six Shillings and ten pence remains wholly due and unpaid. The nonperformance of which promise is to y<sup>e</sup> Damage of the said Oliver &c. The pl<sup>t</sup> by Elisha Porter Gentleman his Attorney appears and y<sup>e</sup> Def<sup>t</sup> by Simon Strong Gentleman his Attorney comes here and Defends &c. and says that y<sup>e</sup> pl<sup>t</sup>'s Writ is bad and ought to be abated because he says that there is no averment in said Writ that y<sup>e</sup> promise therein said to be made by said Cleazer was made in Writing, or that any Memorandum or Note thereof was made in writing and signed by said Cleazer also for that it is not Averred in said Writ that y<sup>e</sup> said Cleazer would have come from South Hadley within



mentioned is shew'd within mentioned at any time since the making of y<sup>e</sup> said Clearer said } Smith  
promise both which averments y<sup>e</sup> said Clearer says are material and ought to have been } Nash  
made all which y<sup>e</sup> said Clearer is ready to verify wherefore he prays Judgment of y<sup>e</sup> said Court  
that y<sup>e</sup> same may be abated and he allow'd his Costs — Thereupon all and singular  
the premises being view'd and by y<sup>e</sup> Court now herefully understood it appears that  
the said Writ is good and ought not to be abated, & y<sup>e</sup> same Writ is not abated — and  
y<sup>e</sup> said Clearer by his said Attorney now pleads and says that y<sup>e</sup> p<sup>l</sup>'s Declaration and the  
Matter therein contain'd are insufficient in Law for him the said Clearer to answer there-  
to to which Declaration and y<sup>e</sup> Matter therein contain'd the said Clearer is under no  
Obligation neither is he bound by y<sup>e</sup> Law of y<sup>e</sup> Land to answer and this he is ready to ve-  
rify wherefore he prays Judgment of said Declaration and that his Costs may be  
adjudg'd to him — And the said Oliver Replies that he notwithstanding any thing  
above alledg'd by y<sup>e</sup> said Clearer in his plea ought not to be precluded from having his  
said Action thereupon against him y<sup>e</sup> said Clearer; because he avers that the Declara-  
tion aforesaid and the Matter therein contain'd are good and sufficient in Law for  
him y<sup>e</sup> said Oliver to have the said Action maintain'd against y<sup>e</sup> said Clearer which is  
Declaration and y<sup>e</sup> Matter therein contain'd he y<sup>e</sup> said Oliver is ready to verify and  
prove as y<sup>e</sup> Court shall think fit and because y<sup>e</sup> said Clearer has not answer'd to said  
Declaration nor hath hitherto in any manner denied y<sup>e</sup> same, he y<sup>e</sup> said Oliver prays  
Judgment that his Damages and his Costs by Reason of detaining y<sup>e</sup> same may be  
adjudg'd to him — Thereupon all and singular y<sup>e</sup> premises being seen and by y<sup>e</sup>  
said Court fully understood, it appears that y<sup>e</sup> said Declaration of y<sup>e</sup> said Oliver is good &  
well brought and is sufficient in Law to hold y<sup>e</sup> said Clearer to answer there to and in  
as much as y<sup>e</sup> said Clearer hath not made answer thereto nor in any manner denied  
y<sup>e</sup> same Declaration of y<sup>e</sup> said Oliver — Therefore it is considered by y<sup>e</sup> Court that y<sup>e</sup>  
said Oliver do recover against y<sup>e</sup> said Clearer four pounds six shillings and ten pence  
of Lawfull Money Damages and Costs of Suit Tax'd at One pound six shillings and seven  
pence of like Money and he may have his Exon'd — The said Clearer by his said Attorney  
appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at  
Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September <sup>next</sup> and  
he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Clearer prosecuting his Appeal with  
Effects as by y<sup>e</sup> said Recognizance on file appears &c —

Samuel How of Barchinotown in y<sup>e</sup> County of Hampshire Gentleman v<sup>er</sup> Benjamin Smith of } How  
Rutland in y<sup>e</sup> County of Worcester Gentleman d<sup>e</sup>f<sup>t</sup> In a plea of y<sup>e</sup> Case for that the said Benjamin } Smith  
at Springfield in y<sup>e</sup> County of Hampshire on y<sup>e</sup> first Day of May last past being fully Indebted  
say'd p<sup>l</sup>'t in y<sup>e</sup> sum of Twenty seven pounds ten shillings Ten pence Lawfull Money for sundry  
Articles of account according to y<sup>e</sup> account annex'd to y<sup>e</sup> p<sup>l</sup>'t as on file in Consideration  
thereof then and there shew'd on himself and y<sup>e</sup> p<sup>l</sup>'t plainl<sup>y</sup> aforesaid faithfully promised to  
pay him y<sup>e</sup> same on Demand yet he has never done it say'd p<sup>l</sup>'t Damages £30. The said nar-  
ties come before the Court now here and pray that y<sup>e</sup> Case may be continued, and it is Grant-  
ed. And they have a Day before y<sup>e</sup> Court untill y<sup>e</sup> first Tuesday of May Next & the Next Term &c  
Lame Bliss Gentleman v<sup>er</sup> Lewis Bliss Gentleman both of Springfield in y<sup>e</sup> County of Hampshire v<sup>er</sup> } Bliss  
William Worthington of y<sup>e</sup> same Springfield Gentleman d<sup>e</sup>f<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> p<sup>l</sup>'t De- } Worthing-  
mand against y<sup>e</sup> d<sup>e</sup>f<sup>t</sup> Seventy pounds which y<sup>e</sup> d<sup>e</sup>f<sup>t</sup> by his bond on y<sup>e</sup> Twenty second Day of } ton  
July Anno Dom<sup>i</sup> 1762 bound himself to pay say'd p<sup>l</sup>'t &c on Demand. The p<sup>l</sup>'t by Jonathan }  
Bliss



39 Blis Gentleman their Attorney appear and y<sup>e</sup> def<sup>t</sup> being three times publickly called  
Blis or to come into Court makes Default of Apperance here. It is therefore Considered  
Worthington by y<sup>e</sup> Court now here that the pl<sup>t</sup>s do recover against y<sup>e</sup> def<sup>t</sup> Twenty six pounds  
ten Shillings and Eleven pence of Lawfull Money Debt being the Chancery of y<sup>e</sup> bond  
in Equity and One pound thirteen Shillings and Nine pence of like Money Costs of  
Suit and they may have their Exon<sup>r</sup> &c. — — — Exon<sup>r</sup> Is<sup>d</sup> 12<sup>th</sup> March 1765

Blis or Luke Blis Gentleman and Lewis Blis Gentleman both of Springfield in the County of Hamp-  
shire pl<sup>t</sup>s vs William Worthington of same Springfield Gentleman def<sup>t</sup> In a plea of the  
Worthington Case wherein y<sup>e</sup> pl<sup>t</sup>s Demand against y<sup>e</sup> def<sup>t</sup> Ten pounds Lawfull Money which y<sup>e</sup> def<sup>t</sup>  
by his Note on the Eleventh Day of August last for Value Received promised to pay them  
in Rum by y<sup>e</sup> first Day of September then Next ensuing with Intrest &c. — The pl<sup>t</sup>s by  
Jonathan Blis Gentleman their Attorney appear — and y<sup>e</sup> Def<sup>t</sup> being three times pub-  
lickly called to come into Court makes default of Apperance here — It is therefore Con-  
sidered that y<sup>e</sup> pl<sup>t</sup>s do recover against y<sup>e</sup> def<sup>t</sup> Ten pounds five Shillings and Six  
pence of Lawfull Money Damages and One pound thirteen Shillings and Nine pence  
Costs of Suit & they may have their Exon<sup>r</sup> &c. — — — Exon<sup>r</sup> Is<sup>d</sup> 12<sup>th</sup> March 1765

Shes or Samuel Shes of Springfield in y<sup>e</sup> County of Hampshire Yeoman and Mary his Wife pl<sup>t</sup>s or  
Smith Matthias Smith of same Springfield Sadler def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> pl<sup>t</sup>s  
Demand of y<sup>e</sup> said Matthias three pounds six Shillings and Eight pence which y<sup>e</sup> said Mar-  
thias on y<sup>e</sup> second Day of September Anno Dom<sup>i</sup> 1763 by his Note for Value Received  
promised y<sup>e</sup> said Mary the then being sole and by y<sup>e</sup> Name of Mary Day to pay her  
within one year then Next ensuing &c. the pl<sup>t</sup>s by Jonathan Blis Gentleman their  
Attorney appear — And y<sup>e</sup> said Matthias though three times publickly called to come  
into Court makes default of Apperance here — It is therefore Considered that the  
pl<sup>t</sup>s do recover against y<sup>e</sup> said Matthias three pounds six Shillings and Eight pence  
of Lawfull Money Damages and Costs of Court Taxed at One pound thirteen Shillings  
and one penny and they may have their Exon<sup>r</sup> &c. — Exon<sup>r</sup> Is<sup>d</sup> 12<sup>th</sup> March 1765

Nash or Timothy Nash of Hatesbury in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Thomas White Dur-  
White late of New Salem Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Timothy Demands  
of y<sup>e</sup> said Thomas four pounds six Shillings and Eight pence which y<sup>e</sup> said Thomas  
on y<sup>e</sup> Twenty sixth Day of October Anno Dom<sup>i</sup> 1763 by his <sup>note</sup> for Value Received promised  
the said Timothy to pay him in Cash by y<sup>e</sup> twenty sixth Day of November Next  
ensuing with Intrest from y<sup>e</sup> Day of payment &c. The said Timothy by Daniel  
Jones Gentleman his Attorney appear — And y<sup>e</sup> said Thomas being three times  
publickly called to come into Court makes default of Apperance here — It  
is therefore Considered that y<sup>e</sup> said Timothy do recover against the said Thomas  
£ Damages and Costs of Suit Taxed at £ in y<sup>e</sup> of Lawfull Money and he  
may have his Exon<sup>r</sup> thereof &c. — — —

Wright or John Wright of Northampton in y<sup>e</sup> County of Hampshire Yeoman Sole Executor of the  
Hubbard Last Will and Testament of Hesechiah Wright late of Northampton aforesaid deceased  
pl<sup>t</sup> vs Joseph Hubbard of Hadley in y<sup>e</sup> said County Gentleman def<sup>t</sup> In a plea of y<sup>e</sup>  
Case wherein y<sup>e</sup> said John Demands of y<sup>e</sup> said Joseph for certain Goods &c. sold & delivered &c.  
According to y<sup>e</sup> Account Annexed to y<sup>e</sup> said John's Writ<sup>ts</sup> so much Money as y<sup>e</sup> said Goods &c. are  
reasonably <sup>worth</sup> and y<sup>e</sup> said John avers that they are Reasonably worth Eight pounds Nine Shil-  
lings and Six pence three farthings of Lawfull Money &c. The said John by Simon Strong



Gentleman his Attorney appears. And y<sup>e</sup> said Joseph by Elisha Porter Gentleman comes here before y<sup>e</sup> Court and fully Confesses that y<sup>e</sup> said Goods &c were reasonable worth seven pounds two shillings and one penny two farthings and says that y<sup>e</sup> said John ought forever Judgment against him y<sup>e</sup> said Joseph for y<sup>e</sup> said Sum. And y<sup>e</sup> said John by his said Attorney says that he is Content to have Judgment for y<sup>e</sup> aforesaid Sum &c. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said John do recover against y<sup>e</sup> said Joseph seven pounds two shillings and one penny two farthings of Lawfull Money Damages and One pound four shillings and three pence of like Money allowed him for his Costs of Suit. And he may have his Execution thereof. Wright or Hubbard  
Exon<sup>d</sup> 29<sup>th</sup> April 1765

Ezekiel Herrington of Chesterfield in y<sup>e</sup> County of Hampshire Plaintiff vs Joseph Willi. am of Amherst in y<sup>e</sup> same County Defendant in a plea of y<sup>e</sup> Case wherein y<sup>e</sup> p<sup>l</sup>t. Demands against y<sup>e</sup> def<sup>t</sup> Six pounds Lawfull Money which y<sup>e</sup> def<sup>t</sup> by his Note of hand for Value received on y<sup>e</sup> Second Day of June Anno Dom<sup>i</sup> 1764 promised y<sup>e</sup> p<sup>l</sup>t. to pay him on Demand with Interest &c. The p<sup>l</sup>t. by Simeon Strong Gentleman his Attorney appears. And y<sup>e</sup> def<sup>t</sup> being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that the p<sup>l</sup>t. do recover against y<sup>e</sup> def<sup>t</sup> Six pounds four shillings and eleven pence three farthings of Lawfull Money Damages and One pound nine shillings of like Money Costs of Suit and he may have his Exon<sup>d</sup>. After all which y<sup>e</sup> def<sup>t</sup> by Elisha Porter Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> def<sup>t</sup> prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c. Herrington or William

Richard Chauncy of Amherst in y<sup>e</sup> County of Hampshire Plaintiff vs John Hubbard of Chauncy of Amherst Defendant in a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Richard says that y<sup>e</sup> said John at said Amherst on on y<sup>e</sup> Twentieth Day of April Anno Dom<sup>i</sup> 1762 by his Note of that Date for Value Received promised said Richard to pay him One hundred and fifty pound Lawfull Money of y<sup>e</sup> Province of y<sup>e</sup> Massachusetts Bay by the first Day of May Anno Dom<sup>i</sup> 1764 with Lawfull Interest &c. Also for that said John at said Amherst on y<sup>e</sup> twentieth Day of April Anno Dom<sup>i</sup> 1762 by his other Note of that Date for Value received promised y<sup>e</sup> said Richard to pay him y<sup>e</sup> Sum of fifty pound Lawfull Money &c. by y<sup>e</sup> first Day of May 1763 with Interest &c. The said Richard by Simeon Strong Gentleman his Attorney appears by said John being three times publicly called to come into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Richard do recover against y<sup>e</sup> said John Two hundred and five pounds fifteen shillings and four pence of Lawfull Money Damages and One pound seven shillings and four pence of like Money allowed him for his Costs of Suit. And he may have his Execution &c. Afterwards at this same Term y<sup>e</sup> said John by Elisha Porter Gentleman his Attorney comes here and Appeals from the Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said John prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c. Chauncy or Hubbard

Jonathan Warner of Hadley in y<sup>e</sup> County of Hampshire Plaintiff vs John Hubbard of Amherst in y<sup>e</sup> same County Defendant in a plea of y<sup>e</sup> Case wherein the p<sup>l</sup>t. Demands of y<sup>e</sup> def<sup>t</sup> for certain Goods &c sold and delivered to said def<sup>t</sup> by y<sup>e</sup> p<sup>l</sup>t. so much Money as y<sup>e</sup> said Goods were worth. Warner or Hubbard



40 - were reasonably worth, And y<sup>e</sup> pl<sup>t</sup> Avers that y<sup>e</sup> said Goods were reasonably worth Seven pounds  
Wamer { Eighteen Shillings and five pence of Lawfull Money &c - The pl<sup>t</sup> by Simeon Strong Gentle-  
or man his Attorney appears - And the def<sup>t</sup> being three times publicly called to come  
Hubbard into Court makes default of appearance here - It is therefore considered by y<sup>e</sup> Court  
that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> Six pounds Nine Shillings and two pence of Law-  
full Money Damages - And Costs of Court Taxed at One pound five Shillings and ten  
pence - And he may have his Execution thereof &c After all which y<sup>e</sup> def<sup>t</sup> by Moses  
Bliff Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment  
of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within  
and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next And he  
Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> def<sup>t</sup> prosecuting y<sup>e</sup> Appeal with  
Effect as by y<sup>e</sup> said Recognizance on file appears &c -

Lewis { Noadiah Lewis of Amherst in y<sup>e</sup> County of Hampshire a man pl<sup>t</sup> vs Nathan Fifth of Green-  
or wick in y<sup>e</sup> same County a man def<sup>t</sup> In a plea of Case for that said Nathan at said  
Fifth Amherst on the twentieth Day of October Anno Dom<sup>i</sup> 1753 by his Note of that Date for  
value received promised said Noadiah to pay him y<sup>e</sup> sum of two pounds Nineteen Shil-  
ling Lawfull Money of our province of y<sup>e</sup> Massachusetts Bay on or before the Nine-  
teen<sup>th</sup> Day of October then next ensuing with Lawfull Interest for y<sup>e</sup> same till paid &c  
said Nathan tho often thereto Requested hath never paid y<sup>e</sup> same nor any part thereof &  
Joy Damage of y<sup>e</sup> said Noadiah Six pounds - The said Noadiah by Simeon Strong  
Gentleman his Attorney appears - And y<sup>e</sup> said Nathan being three times publicly  
called to come into Court makes default of appearance here - It is therefore considered  
by y<sup>e</sup> Court that y<sup>e</sup> said Noadiah do recover against y<sup>e</sup> said Nathan three pounds three Shil-  
lings and eight pence one farthing of Lawfull Money Damages - And One pound ten  
Shillings of fine Money allowed him for his Costs of Suit and he may have his Ex-  
ecution thereof &c - Afterwards at this same Term y<sup>e</sup> said Nathan in his proper per-  
son comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court  
of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on  
the fourth Tuesday of September Next And Recognizes as the Law directs for the pro-  
secuting his Appeal as by y<sup>e</sup> said Recognizance on file appears &c -

Mellogg { Ephraim Mellogg of Amherst in y<sup>e</sup> County of Hampshire a man pl<sup>t</sup> vs Josiah Farnsworth  
or of same Amherst a man def<sup>t</sup> In a plea wherein the said Ephraim Demands against said  
Farnsworth Josiah a certain Corn Mill with the appurtenances standing and being in Amherst aforesaid  
and on a certain River there called and known by y<sup>e</sup> Name of y<sup>e</sup> Mill River and being in the  
Northerly part of y<sup>e</sup> District of Amherst aforesaid, & said Mill is now commonly called and known  
by y<sup>e</sup> Name of Farnsworth Mill and whereon y<sup>e</sup> said Ephraim says that y<sup>e</sup> said Josiah in a time  
of peace in y<sup>e</sup> time of our Reign to wit on y<sup>e</sup> Sixth Day of July Anno Dom<sup>i</sup> 1753 was Seized  
of y<sup>e</sup> said Demanded premises in his Demerpe as of fee and being so thereof Seized he the  
said Josiah on y<sup>e</sup> Day and year last aforesaid by his Deed of Mortgage of that Date Acknow-  
ledged and Registered according to y<sup>e</sup> Law of our province of y<sup>e</sup> Massachusetts Bay direct-  
ing y<sup>e</sup> Register of Deeds and Conveyances in Court to be produced Conveyed the same to  
the said Ephraim to have and to hold to him said Ephraim his Heirs and Assigns forever with  
Condition Nevertheless to be Void if y<sup>e</sup> said Josiah his Execution or Administrators should well &  
truly pay or cause to be paid unto y<sup>e</sup> said Ephraim the full and just sum of thirty



pounds thirteen shillings and four pence Lawfull Money of our said province at y<sup>e</sup> rate  
of six shillings and eight pence by the same, and should also annually (meaning at the end  
of every year during the time that y<sup>e</sup> said sum should remain unpaid) pay y<sup>e</sup> Lawfull Interest  
of y<sup>e</sup> same sum and should pay y<sup>e</sup> whole (meaning y<sup>e</sup> whole of said sum and the said Interest there-  
of) within one year from and after y<sup>e</sup> sixth Day of July Anno Dom<sup>i</sup> 1763 now y<sup>e</sup> said Ephraim  
last says that y<sup>e</sup> said Josiah hath never paid y<sup>e</sup> same or caused y<sup>e</sup> same to be paid to him the said  
Ephraim nor any way performed the condition above said wherefore he said Ephraim ought to  
have and be in possession of y<sup>e</sup> said Demanded premises, y<sup>e</sup> said Josiah hath since entered and  
unlawfully holds him out. For y<sup>e</sup> Damage of y<sup>e</sup> said Ephraim fifty pounds - The said Ephraim  
by Simeon Strong Gentleman his Attorney appears - And the said Josiah being thrice times  
publicly called to come in to Court makes default of y<sup>e</sup> appearance here - It is therefore con-  
sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ephraim do recover against y<sup>e</sup> said Josiah thirty three  
pounds twelve shillings and three pence three farthings of Lawfull Money Debt and one pound  
eight shillings and five pence of like Money Costs of Suit - And he may have his Execution  
thereof - And it is further considered by y<sup>e</sup> said Court that in case said Debt and Costs be not  
satisfied and paid by y<sup>e</sup> said Ephraim within two months from this Term of this Court that  
then the said Ephraim may have his Execution for possession of y<sup>e</sup> said Mills &c -  
do recover against the said Josiah and y<sup>e</sup> possession of the premises, demanded and

Thomas Gibbs of Greenwich in y<sup>e</sup> County of Hampshire Yeoman plt. vs the Proprietors of Greenwich Gibbs  
in y<sup>e</sup> same County def<sup>d</sup> in a plea that they the said Proprietors Warrant to y<sup>e</sup> said Thomas a certain  
piece of Land with y<sup>e</sup> Appurtenances lying and being in Greenwich afore said described and  
bounded by y<sup>e</sup> following Lines that is to say y<sup>e</sup> first Line begins at a point or Station sixty two Rods  
North four Degrees East from y<sup>e</sup> South East corner of y<sup>e</sup> Original Lot in Greenwich afore said called  
Number fifty five the said Corner of Number fifty five being in the Line between y<sup>e</sup> said Green-  
wich and Haverhill and y<sup>e</sup> said first Line runs from y<sup>e</sup> Station above said North four Degrees  
East sixty two rods thence the Next Line runs West four Degrees North fifty one Rods thence the  
Next Line runs South thirty Degrees East thirty seven Rods thence y<sup>e</sup> Next Line runs South forty  
five Degrees East forty two rods to y<sup>e</sup> first Station above mentioned the Quantity of said Land  
being about ten acres and one quarter being part of a tract of Land in Greenwich afore said  
which John Cotton Gentleman Simon Cotton Gentleman George Hitchcock Yeoman Josiah  
Hitchcock Yeoman and Martha his Wife Reuben Bliss Yeoman and Elizabeth his Wife So-  
anna Cooley Widow and Spinster and Mary Keep single Woman and Spinster all of  
Springfield afore said and Caleb Hitchcock of Union in our County of Lincolnham and Colony  
of Connecticut Gentleman and Luke Hitchcock of Granville in our County of Hampshire Yeoman and  
Joel White of Bolton in our County of Hartford and Colony of Connecticut Gentleman and Eunice his  
Wife which said Joel <sup>and Reuben</sup> sue in Right of their said Wives in our said Court of Common pleas for our said  
County of Hampshire before our Justices of our said Court by a certain Writ of Entry upon Di-  
cession in y<sup>e</sup> poss<sup>n</sup> have Demanded against One Luke Hitchcock y<sup>e</sup> Assignee of y<sup>e</sup> said Thomas as the  
Right and Inheritance of y<sup>e</sup> said John, Simon, Soanna, Eunice Mary, Caleb, Luke of Granville George  
Martha and Elizabeth and whereon it was so proceeded in our said Court that y<sup>e</sup> said Demandants  
have Demanded y<sup>e</sup> premises against y<sup>e</sup> said Thomas and to y<sup>e</sup> Warranty of which Demanded pre-  
mises against y<sup>e</sup> said Demandants a bound and the said Thomas in our said Court hath vowed the  
said proprietors and whereupon the said Thomas Deceives that y<sup>e</sup> said proprietors were seized of  
a certain Tract of Land with y<sup>e</sup> Appurtenances lying in Greenwich afore said described &  
surrounded by y<sup>e</sup> following Lines that is to say beginning at a heap of stones braced on y<sup>e</sup> North  
side of y<sup>e</sup> third Branch of Swift River about six or eight rods North of said River the said  
Station or heap of stones being South six Degrees East from the North East Corner of the Lot  
which



41  
Gibbs  
or  
Proprietors  
of  
Greenwich  
Which once belonged to Thomas Powers and fifteen Rods distant from said Corner of said Town his  
Lot from a line said Station of said line runs East Twenty seven Degrees North forty Rods  
thence the Next Line runs North sixteen Degrees East Ninety one Rods and an half to the South  
Line of Lot that was James Whelan thence the Next Line runs East Eighteen Degrees South  
fifty two rods thence the Next Line runs South twenty Degrees West two rods to the South west  
corner of Lot Number fifty six thence the Next Line runs East forty Degrees South thirty  
two rods thence the Next Line runs South fourteen Degrees West One hundred and Sixty  
Eight rods to the Line formerly called Lambstown Line thence the Next Line runs South west  
Sixty six rods thence the Next Line runs North twenty three Degrees west to the heap of Stones  
at Station first mentioned (of which Part of Land left described above said Demanded  
premises are a part) and being to the use of said the said proprietors (by the Name of  
the proprietors of the Narragansett Township Number four) at a meeting of said Propri-  
etors legally warned and holden at said Greenwich on the sixth Day of October Anno Domini  
1742 (notice thereof having been duly <sup>given</sup> in the Warrant for calling said Meeting for that pur-  
pose) by their Vote in said Meeting by said Proprietors legally made and passed demised  
gave and granted and by their same Vote (the record whereof in Court to be produced con-  
firmed by said Thomas the pl<sup>t</sup> by the Name of Thomas Gibbs of Brookfield the Part of Land  
left above described of which the Demanded premises are a part) by the Name of the Upper place pro-  
posed for a Mill or Mills at Quabbin together with fifty acres of Land adjoining there-  
to and fifty acres more of Land adjoining to said fifty acres to have and to hold to him the  
said Thomas his Heirs and Assigns forever and the said proprietors by their Vote and Grant  
afore said bound themselves and their Successors to Warrant the same granted premises  
with the Appurtenances, to him the said Thomas his Heirs and Assigns forever and for that  
Cause the said Proprietors are holden and obliged to Warrant to the said Thomas the pl<sup>t</sup> the  
said Demanded premises with the Appurtenances and the said Thomas the pl<sup>t</sup> hereby de-  
mands of the said proprietors that they do Warrant the said premises with the Appurtenan-  
ces to him against the said Demand of the above named Demandant. The pl<sup>t</sup> by  
Simon Strong Gentleman his Attorney appears and the said Proprietors being three  
times publickly called to come into Court makes Default of Appearance here - And  
because the Court now here are not sufficiently Advysed in the premises to give their Indig-  
ment at this Term therefore it is Considered that the Case be continued to the Next  
Term of this Court on the first Tuesday of May Next and a Day is given to said parties un-  
till said first Tuesday May 2<sup>d</sup>

Dwight  
or  
Worthington  
Jonah Dwight of Springfield in the County of Hampshire Esq: pl<sup>t</sup> vs William Worthington  
of the same Springfield Gentleman def: In a plea of the Case wherein the said Jonah Demands  
three pounds thirteen shillings and four pence three farthings which the said William on  
the eleventh Day of August last past by his Note for Value received promised the said Jonah  
to pay him or his Order on Demand with Interest &c - the said Jonah by John Worthing-  
ton Esq: his Attorney appears and the said William being three times publickly called to  
come into Court makes default of Appearance here - It is therefore Considered by the  
Court that the said Jonah do recover against the said William forty three pounds two  
shillings and five pence <sup>one farthing</sup> of Lawfull Money Damages and Costs of Court Taxed at One  
pound thirteen shillings and nine pence of like Money and he may have his Exe-  
cution thereof  
Ex<sup>ra</sup> 21<sup>st</sup> July 1765



John Worthington of Springfield in y<sup>e</sup> County of Hampshire <sup>Esq.</sup> vs Samuel Taylor the Second  
of the same Springfield yeoman deft. In a plea of y<sup>e</sup> Case for that the said Samuel a y<sup>e</sup> said Spring  
field on the Tenth Day of August Anno Dom 1764 by his Note of that Date for Value Re-  
ceived promised y<sup>e</sup> said John to pay him or his Order Eighteen pounds six shillings and  
three pence on Demand with Intrest till paid, yet he has not done it & for Damage  
of y<sup>e</sup> said John Twenty five pounds &c. The said John Worthington Esq. in his proper per-  
son appears - And the said Samuel though three times publickly called to come into  
Court makes default of Appearance here - It is therefore considered that that y<sup>e</sup> said  
John Worthington Esq. do recover against y<sup>e</sup> said Samuel Eighteen pounds seventeen shil-  
lings and five pence three farthings of Lawfull Money Damages and One pound thir-  
teen shillings and one penny of like Money Costs of Suit and he may have his Exon  
thereof - After all which a y<sup>e</sup> said Samuel by Justin Esq. Gentleman his att-  
orney comes here and appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court  
of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the  
fourth Insday of September Next and he Recognizes with Sureties at the Law direct for  
the said Samuel prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file ap-  
pears &c.

John Worthington of Springfield in y<sup>e</sup> County of Hampshire Esq. vs Isaac Sacket of Westfield  
in y<sup>e</sup> same County yeoman deft. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands of  
the said Isaac Fourteen pounds three shillings and four pence of Lawfull Money which  
the said Isaac on y<sup>e</sup> Twenty fourth Day of August Anno Dom 1762 by his Note for Value  
received promised y<sup>e</sup> said John to pay him or his Order on Demand with Intrest &c. The  
said John in his proper person appears - And y<sup>e</sup> said Isaac being three times publickly  
called to come into Court makes default of Appearance here - It is therefore considered  
that y<sup>e</sup> said John do recover against y<sup>e</sup> said Isaac Sixteen pounds five shillings and  
one penny two farthings of Lawfull Money Damages and One pound thirteen shil-  
lings and one penny of like Money Costs of Court - And he may have his Exon  
thereof - Exon 15<sup>th</sup> March 1765

John Worthington of Springfield in y<sup>e</sup> County of Hampshire Esq. vs Benjamin Horton  
of the same Springfield yeoman deft. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Benjamin at Spring-  
field aforesaid on y<sup>e</sup> first Day of October Anno Dom 1763 being Justly Indebted to y<sup>e</sup> said  
John in the sum of three pounds ten shillings & six pence of Lawfull Money for sundry  
Articles of Account according to y<sup>e</sup> Account Book Writ annexed then and there in Confide-  
ration thereof assumed on himself and to y<sup>e</sup> said John faithfully promised to pay him y<sup>e</sup>-  
same on Demand yet y<sup>e</sup> said Benjamin though often Requested hath never paid y<sup>e</sup> same  
nor any part thereof but unjustly Neglects and Refuses it for Damage of y<sup>e</sup> said John  
five pounds - The said John in his proper person appears - And the said Benjamin  
being three times publickly called to come into Court makes default of Appearance  
here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover  
against y<sup>e</sup> said Benjamin three pounds ten shillings and six pence of Lawfull  
Money Damages and One pound thirteen shillings and five pence of like Money  
Costs



42 Costs of Court — After all which y<sup>d</sup> said Benjamin by Moses Blyp Gentleman his Attorney  
Worthington vs Boston comes here and Appeals from y<sup>d</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of  
Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire  
on the fourth Tuesday of September Next and he Recognizes with Sureties  
as y<sup>e</sup> Law directs for y<sup>d</sup> said Benjamin prosecuting his Appeal with Effect as  
by y<sup>d</sup> said Recognizance on file Appears &c

Edm vs Hamock John Worthington of Springfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> pl<sup>t</sup> vs Abel Hamock of Spring-  
field aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>d</sup> said Abel a Springfield aforesaid  
on y<sup>e</sup> Twenty fifth Day of July Anno Dom<sup>i</sup> 1757 by his Note of that Date for Value Re-  
ceived promised y<sup>d</sup> said John to pay him or Order One pound thirteen Shillings and four  
pence on Demand with Intrest till paid. Yet he has never paid y<sup>e</sup> same & to y<sup>e</sup> Dam-  
age of y<sup>d</sup> said John as he saith five pounds — The said John in his proper person Ap-  
pears — And y<sup>d</sup> said Abel being three times publicly called to come into Court makes  
default of Apperance — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>d</sup> said  
John do recover against y<sup>d</sup> said Abel two pounds eight Shillings and four pence three  
farthings of Lawfull Money Damages and One pound thirteen Shillings and five pence  
of like Money Costs of Suit and he may have his Execution thereof &c — After all  
which y<sup>d</sup> said Abel now at this Term by Jonathan Blyp Gentleman his Attorney  
comes here and Appeals from y<sup>d</sup> Judgment of this Court to y<sup>e</sup> Superiour Court  
of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire  
on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as the  
Law directs for y<sup>d</sup> said Abel prosecuting y<sup>e</sup> Appeal with Effect as by the said  
Recognizance on file Appears &c

Rosen vs Ebenezer Elijah Rogers of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Ebenezer Robbins  
of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that the said Ebenezer at  
Springfield aforesaid on the thirtieth Day of April Last past by his Note of that Date for  
Value Received promised y<sup>d</sup> said Elijah to pay him or his Order Eleven pounds thirteen  
Shillings Lawfull Money on Demand with Intrest &c which he has never done & to  
the Damage of y<sup>d</sup> said Elijah fourteen pounds &c — The said Elijah by John Worthington  
Esq<sup>r</sup> his Attorney Appears — And y<sup>d</sup> said Ebenezer being three times publicly called  
to come into Court makes default of Apperance here — It is therefore Considered by  
the Court now here that y<sup>d</sup> said Elijah do recover against y<sup>d</sup> said Ebenezer twelve poun-  
ds five Shillings and One penny of Lawfull Money Damages and One pound thir-  
teen Shillings and One penny of like Money Costs of Court — And he may have  
his Execution thereof &c — Afterwards now at this Term y<sup>d</sup> said Ebenezer by Jonathan  
Blyp Gentleman his Attorney comes here and Appeals from y<sup>d</sup> Judgment of this  
Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next — And he Recogn-  
izes with Sureties as y<sup>e</sup> Law directs for y<sup>d</sup> said Ebenezer prosecuting y<sup>e</sup> Appeal with  
Effect as by y<sup>d</sup> said Recognizance on file Appears &c

Asheley vs Alvord Moses Asheley of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Nathan Alvord of South Hic-  
ley in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>d</sup> said Moses Demands against  
the said Nathan four pounds eight Shillings which y<sup>d</sup> said Nathan on the first Day  
of



of March last by his Note for Value Received promised said Moses to pay him or his  
order in Good West India Rum at or before the first Day of July then Next ensuing on the  
said Moses by John Worthington Esq: his Attorney appears And said Nathan being three  
times publicly called to come into Court makes default of appearance here. It is  
therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Moses do recover against y<sup>e</sup> said  
Nathan four pound eight shillings of Lawfull Money Damages and One pound  
eleven shillings and one penny of like Money Costs &c. And he may have his  
Execution thereof

Exon<sup>d</sup> 15<sup>th</sup> April 1765

Oliver Pomeroy of Weatherfield in y<sup>e</sup> County of Hartford in the Colony of Connecticut Yeoman  
pl<sup>t</sup> vs Hesechiah Cooley of Springfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea  
of Case wherein y<sup>e</sup> said Oliver Demands of y<sup>e</sup> said Hesechiah seven pounds three shillings  
which y<sup>e</sup> said Hesechiah on y<sup>e</sup> twenty third Day of December Anno Dom<sup>i</sup> 1763 by his Note for  
Value Received promised y<sup>e</sup> said Oliver to pay him on Demand with Intrest &c. The said  
Oliver by John Worthington Esq: his Attorney appears - and y<sup>e</sup> said Hesechiah being three  
times publicly called to come into Court makes default of appearance here. It is there-  
fore considered by the Court now here that y<sup>e</sup> said Oliver do recover against y<sup>e</sup> said He-  
sechiah seven pounds twelve shillings and six pence two farthings of Lawfull Money Dama-  
ges and two pounds three shillings and seven pence like Money Costs &c. and he may have  
his Execution &c.

Exon<sup>d</sup> 15<sup>th</sup> March 1765

Thamar Wright of Brookfield in y<sup>e</sup> County of Worcester Yeoman Administrator on y<sup>e</sup> Estate of  
Gershom Wright late of Westfield in y<sup>e</sup> County of Hampshire Yeoman deceased In a plea  
of Debt wherein y<sup>e</sup> said Thamar Demands of y<sup>e</sup> said Gershom five pounds nine shillings and eight  
pence one farthing in Consideration of a Judgment heretofore recovered in our Inferiour  
Court by y<sup>e</sup> said Gershom in his life time and One pound fourteen shillings and five  
pence for Costs in obtaining y<sup>e</sup> said Judgment &c. which now remains unsatisfied on the said Thamar  
by John Worthington Esq: his Attorney appears - And the said Gershom being three times pub-  
licly called to come into Court makes default of appearance here. It is therefore consider-  
ed by y<sup>e</sup> Court now here that y<sup>e</sup> said Thamar in her said Capacity do recover against the  
said Gershom seven pounds four shillings and one penny one farthing of Lawfull Money Debt  
and One pound fourteen shillings and nine pence of like Money Costs &c. And she may have  
her Execution thereof

Stephen Burr Jun<sup>r</sup> of Windsor in the County of Hartford and Colony of Connecticut Yeoman  
pl<sup>t</sup> vs Benjamin Pierce of South Hadley in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea  
of Case wherein in y<sup>e</sup> said Stephen Demands of y<sup>e</sup> said Benjamin three pounds three shil-  
lings which y<sup>e</sup> said Benjamin on y<sup>e</sup> sixteenth Day of April last past by his Note for Value  
Received promised y<sup>e</sup> said Stephen to pay him in Good Merchantable Wheat within One Month  
and two weeks &c. - the said Stephen by John Worthington Esq: his Attorney appears - And the  
said Benjamin being three times publicly called to come into Court makes default  
of appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Stephen  
do recover against y<sup>e</sup> said Benjamin three pounds and three shillings of Lawfull  
Money of y<sup>e</sup> province of Massachusetts Bay in New England Damages and One  
pound fourteen shillings and one penny of like Money Costs of Court and he may  
have his Execution thereof

Exon<sup>d</sup> 16<sup>th</sup> May 1765



43  
Lachet  
Jones  
The said Lachet Late of Westfield in y<sup>e</sup> County of Berkshire now of Westfield in y<sup>e</sup> County of Hampshire  
Shire Yeoman pl<sup>t</sup> vs Israel Jones of Weston in the County of Middlesex from an debt In  
an  
Jones  
aplea of y<sup>e</sup> Case for that Whereas y<sup>e</sup> said Israel at said Westfield on the thirtieth Day of  
August Anno Dom<sup>i</sup> 1763 had put into y<sup>e</sup> hands and under y<sup>e</sup> Care of y<sup>e</sup> said Jesse his y<sup>e</sup>  
said Israel's Mare to be cured of a Disorder under which she then laboured and wanted in  
the mean time a horse to ride about his Common and ordinary Bu<sup>s</sup>ness there the said Jesse  
at y<sup>e</sup> special Request of y<sup>e</sup> said Israel and of his Neer good Will to said Israel then and  
viz at said Westfield on y<sup>e</sup> thirtieth Day of August let y<sup>e</sup> said Israel have his the said  
Jesse's Red Roan Mare of age of three years of y<sup>e</sup> price of nine pounds to keep her safe-  
ly and use her well and to ride her about his y<sup>e</sup> said Israel's Ordinary Bu<sup>s</sup>ness there  
so long as y<sup>e</sup> said Jesse should have under his care and means the said Israel's Mare afore-  
said and then to be returned to said Jesse and the said Israel then and there also received  
from said Jesse with his said Mare y<sup>e</sup> said Jesse's Iron fetters of y<sup>e</sup> Value of twelve Shil-  
lings and his Bell of y<sup>e</sup> Value of six shillings to be used well as he had Occasion and to  
be returned with said Mare and the said Israel then and there Received the same Mare  
fetters and Bell of y<sup>e</sup> said Jesse as aforesaid and then and there in Consideration thereof  
promised said Jesse to keep use and Return y<sup>e</sup> said Mare fetters and Bell accordingly  
as aforesaid - And the said Jesse says that in Less than One Month after his Receiving  
y<sup>e</sup> said Israel's mare aforesaid he finished his Applications and Attempts for her Cure &  
returned her to said Israel at said Westfield. Nevertheless the said Israel though often  
Requested never delivered to said Jesse his said Roan Mare nor the fetters nor Bell afore-  
said according to his Promise but y<sup>e</sup> said Israel so Negligently and Carelessly kept  
the said Jesse's Mare aforesaid that by Means of y<sup>e</sup> said Israel's Carelessness and Negli-  
gence in keeping her she was finally lost with y<sup>e</sup> fetters and Bell aforesaid and y<sup>e</sup>  
said Jesse totally deprived of y<sup>e</sup> same Mare fetters and Bell to y<sup>e</sup> said Jesse's Damage  
Twelve pounds - the said Jesse by John Worthington Esq<sup>r</sup> his Attorney appears  
And y<sup>e</sup> said Israel comes here and defends &c And Reserving to himself Liberty of Al-  
tering his plea and making a New plea at y<sup>e</sup> Trial of y<sup>e</sup> Appeal says that he Owes No-  
thing in Manner and form as y<sup>e</sup> pl<sup>t</sup> in his Declaration hath alleged against him &  
thereof prays Judgment and Judgment for his Costs & Costs for y<sup>e</sup> said Israel. And the  
said Jesse consenting to y<sup>e</sup> aforesaid Reservation says that y<sup>e</sup> plea aforesaid by the said  
Israel Jones in Manner and form aforesaid pleaded and the Matter in y<sup>e</sup> same Con-  
tained are not sufficient in Law to preclude him y<sup>e</sup> said Jesse from having or main-  
taining his action aforesaid against him y<sup>e</sup> said Israel had and that he the said Jesse  
hath no need nor is bound by y<sup>e</sup> Law of y<sup>e</sup> Land in any way to answer to that plea  
in Manner and form aforesaid pleaded and that he is ready to verify wherefore  
for want of a sufficient plea in this behalf y<sup>e</sup> same Jesse prays Judgment and his  
Damages and Costs by reason of y<sup>e</sup> premises aforesaid to be adjudged to him - And  
the said Israel says that his plea is sufficient &c - Thereupon all and singular  
the premises being viewed and by y<sup>e</sup> Court now here fully understood it appears  
that y<sup>e</sup> plea of y<sup>e</sup> said Israel and the Matters therein contained are not sufficient in  
Law to preclude him y<sup>e</sup> said Jesse from having and maintaining his said action and  
that said Israel hath not answered nor in any way denied y<sup>e</sup> pl<sup>t</sup> Declaration -



It is therefore considered by the Court now here that y<sup>e</sup> said Jesse do recover against the { Sacket  
said Israel five pounds eighteen shillings of Lawfull Money Damages and Costs of Suit Tax { or  
of like money and he may have his Execution &c. The said Israel by his said { Jones  
attorney appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to  
be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday  
of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Israel  
prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears.

Jonathan Wainer of Hadley in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Wilder Willard of { Wainer  
Dorchester in y<sup>e</sup> Province of New Hampshire Gentleman def<sup>t</sup> In a plea of y<sup>e</sup> Case { or  
for that y<sup>e</sup> def<sup>t</sup> at said Hadley on the eighteenth Day of March Anno Dom<sup>i</sup> 1763 by his { Willard  
promissory Note of that Date for Value Received promised y<sup>e</sup> pl<sup>t</sup> to pay him the Sum  
of five pounds Lawfull Money on Demand with the Lawfull Intrest for y<sup>e</sup> same  
till paid but y<sup>e</sup> def<sup>t</sup> hath not paid y<sup>e</sup> same & to y<sup>e</sup> Damage of y<sup>e</sup> said Jonathan as  
he saith ten pounds - the pl<sup>t</sup> by John Phelps Gentleman his Attorney appears  
and y<sup>e</sup> said Wilder being three times publickly called to come into Court makes de-  
fault of appearance here - It is therefore considered by y<sup>e</sup> Court now here that  
y<sup>e</sup> said Jonathan do recover against y<sup>e</sup> said Wilder six pound thirteen shillings &  
and nine pence of Lawfull Money Damages and One pound five shillings and nine  
pence of like Money Costs of Suit &c. and he may have his Execution &c. afterwards  
at this same term y<sup>e</sup> said Wilder by Simeon Strong Gentleman his Attorney comes  
here and appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judica-  
ture to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the  
fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs  
for y<sup>e</sup> said Wilder prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file  
appears &c.

Margaret Ashley of Westfield in y<sup>e</sup> County of Hampshire Gentlewoman pl<sup>t</sup> vs Thomas Howle { Ashley  
of Westfield aforesaid Woman and Samuel Howle of Granville in y<sup>e</sup> County of Hampshire { or  
def<sup>t</sup> In a plea that they y<sup>e</sup> said Thomas and Samuel render to her y<sup>e</sup> said Margaret forty pounds { Howle  
Lawfull Money which to her they owe and from her unjustly detain and whereon the said Mar-  
garet saith that at said Westfield on the eighteenth Day of August Anno Dom<sup>i</sup> 1762 and in the  
second year of y<sup>e</sup> Reign of y<sup>e</sup> Lord George the third King of Great Brittain the said Thomas and  
Samuel by their bond under their hands and Seals of that Date in our Court to be produced  
bound and obliged themselves to the said Margaret in y<sup>e</sup> Sum of forty pounds to be paid to the said  
Margaret when they should be thereunto required. but they the said Thomas and Samuel nor  
either of them tho' often thereto Requested have not paid said Sum of forty pounds to y<sup>e</sup> said  
Margaret but have wholly denied and still chiding to do it - to y<sup>e</sup> Damage of y<sup>e</sup> said Margaret  
forty pounds - the said Margaret by John Phelps Gentleman her Attorney appears and  
y<sup>e</sup> said Thomas and Samuel tho' three times publickly called to come into Court make default  
of appearance here it is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Margaret do recover  
against y<sup>e</sup> said Thomas and Samuel twenty two pounds nineteen shillings and eight pence  
two farthings of Lawfull Money Debt and One pound fifteen shillings and five pence of  
like Money Costs &c. and she may have her Execution thereof - afterwards at this same  
term y<sup>e</sup> said Thomas and Samuel by Moses Bliss Gentleman their Attorney come -



44. here and Appeal from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be  
Ashley vs Rowle } holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of Septem-  
ber Next and he Recognizes with Sureties as the Law directs for y<sup>e</sup> said Thomas and Samu-  
el prosecuting their Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears

Hope vs Frink } Justin Hope of Granville in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Joseph Frink of y<sup>e</sup> same  
Granville Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Justin Demands of the said  
Joseph seven pounds which y<sup>e</sup> said Joseph on y<sup>e</sup> third Day of June Anno Dom<sup>i</sup> 1764 by  
his Note for Value Received promised y<sup>e</sup> said Justin to pay him at or before the first Day  
of July then Next following with Interest &c the pl<sup>t</sup> by John Phelps Gentleman his At-  
torney appears. And y<sup>e</sup> def<sup>t</sup> being three times publicly called to come into Court makes  
default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that the  
pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> seven pounds five shillings and nine pence of Lawfull  
Money Damages and One pound seventeen shillings and seven pence of like Money  
Costs of Suit And he may have his Execution thereof &c Execution for 12<sup>th</sup> March 1765

Viets vs Beard } John Viets of Simsbury in y<sup>e</sup> County of Hartford and Colony of Connecticut Gentleman pl<sup>t</sup> vs  
Thomas Beard Jun<sup>r</sup> of a place commonly known and called in y<sup>e</sup> Name of Number four in the  
County of Berkshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that said Thomas at said North-  
ampton on y<sup>e</sup> fifteenth Day of April Anno Dom<sup>i</sup> 1763 by his Note of that Date for Val-  
ue Received promised to pay to John Viets abovesaid the sum of fifty six shillings and six  
pence Lawfull Money on Demand with Interest &c the said John by John Phelps Gentle-  
man his Attorney appears. And y<sup>e</sup> said Thomas being three times publicly called to come  
into Court makes default of appearance here. It is therefore Considered by the Court  
now here that y<sup>e</sup> said John do recover against y<sup>e</sup> said Thomas three pounds two shil-  
lings and six pence of Lawfull Money Damages and two pounds and eleven pence  
of like Money Allowed him for his Costs &c After all which at the same term  
the said Thomas by Daniel Hitchcock Gentleman his Attorney comes here and Appeals  
from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Spring-  
field <sup>within and for the said County of Hampshire</sup> on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup>  
Law directs for y<sup>e</sup> said Thomas prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance  
on file appears &c

Cotton vs Bagg } William Cotton Jun<sup>r</sup> of Springfield in y<sup>e</sup> County of Hampshire Yeoman Administrator on the  
Estate of Noah Ashley Esq<sup>r</sup> late of Westfield deceased in y<sup>e</sup> same County pl<sup>t</sup> vs Daniel Bagg of  
Westfield aforesaid Yeoman def<sup>t</sup> wherein y<sup>e</sup> said William in his said Capacity Demands a-  
gainst y<sup>e</sup> said Daniel two pounds which y<sup>e</sup> said Daniel on y<sup>e</sup> eighteenth Day of May An-  
no Dom<sup>i</sup> 1752 for Value Received promised said Noah to pay him on Demand with Interest &c  
which y<sup>e</sup> said Daniel hath never paid &c the said William by John Phelps Gentleman  
his Attorney appears. And the said Daniel being three times publicly called to come  
into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now  
here that y<sup>e</sup> said William in his said Capacity do recover against y<sup>e</sup> said Daniel three  
pounds ten shillings and six pence two farthings of Lawfull Money Damages and One  
pound thirteen shillings and three pence of like Money Allowed him for his Costs of Suit  
and he may have his Execution thereof &c Execution for 30<sup>th</sup> Sept<sup>r</sup> 1765

Spencer vs Smith } Pely Spencer of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Samuel Smith of y<sup>e</sup> same  
Westfield Physician In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Pely Demands of y<sup>e</sup> said Samuel four  
pounds which y<sup>e</sup> said Samuel on y<sup>e</sup> eighteenth Day of April Anno Dom<sup>i</sup> 1763 by his Note  
for Value Received promised y<sup>e</sup> said Pely to pay him within twelve Months &c with  
Interest



Intress or the said Peleg by John Phelps Gentleman their Attorney appears And the said Samuel {  
being three times publickly called to come into Court makes default of appearance here It {  
is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Peleg do recover against y<sup>e</sup> said Sa- {  
muel four pounds three shillings and eleven pence one farthing of Lawfull Money Damages and One pound twelve shillings and nine pence of like Money Costs of suit and he may {  
have his Execution thereof on - - - - - Exon. 24<sup>th</sup> April 1765

Justin Sacket yeoman and Bettsida Sacket Spinster both of Westfield in y<sup>e</sup> County of Hampshire ex- {  
ecutors of Last Will and Testament of Eliahim Sacket lately of same Westfield yeoman deceased {  
pl't vs Ebenezer Martin of a plantation commonly known and called by y<sup>e</sup> Name of Number Martin {  
four in y<sup>e</sup> County of Berkshire Clerk def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Executors de- {  
mand of y<sup>e</sup> said Ebenezer Seven pounds ten shillings and six pence which y<sup>e</sup> said Ebenezer on {  
the twentieth Day of July Anno Dom 1762 by his Note for Value Received promised y<sup>e</sup> said {  
Eliahim then alive to pay him on Demand with Intress or the said Executors by John {  
Phelps Gentleman their Attorney appears And the said Ebenezer being three times pub- {  
lickly called to come into Court makes default of appearance here It is therefore Consi- {  
dered that y<sup>e</sup> said Executors do recover against y<sup>e</sup> said Ebenezer four pounds sixteen shil- {  
lings and eleven pence of Lawfull Money Damages and One pound seventeen shillings {  
and eleven pence of like Money Costs &c And they may have their Execution thereof on {  
Exon. 25<sup>th</sup> July 1765

Samuel Thellogg of Westfield in y<sup>e</sup> County of Hampshire Joiner pl't vs Adonijah Burr of y<sup>e</sup> same {  
Westfield Joiner def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Samuel demands against the {  
said Adonijah two pounds nine shillings and two pence which y<sup>e</sup> said Adonijah by his {  
Note on y<sup>e</sup> tenth Day of September Anno Dom 1764 for Value Received promised to pay him {  
or his Order on Demand with Intress or the said Samuel by John Phelps Gentleman his {  
Attorney appears And the said Adonijah being three times publickly called to come into {  
Court makes default of appearance here It is therefore considered by y<sup>e</sup> Court that {  
the said Samuel do recover against y<sup>e</sup> said Adonijah two pounds ten shillings and five pence {  
one farthing of Lawfull Money Damages and One pound fourteen shillings and three pence {  
of like Money Costs of suit &c And he may have his Execution thereof on Exon. 10<sup>th</sup> June 1765

Benjamin Kent of Suffield in y<sup>e</sup> County of Hampshire Gentleman pl't vs Elijah Alvord of South {  
Hadley in y<sup>e</sup> same County yeoman def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Benjamin de- {  
mands against y<sup>e</sup> said Elijah six pounds which y<sup>e</sup> said Elijah by his Note for Value {  
received on y<sup>e</sup> twenty fourth Day of December Anno Dom 1762 promised y<sup>e</sup> said Benja- {  
min to pay him or his Order at or before the first Day of March then Next with Intress {  
from y<sup>e</sup> time of payment &c the said Benjamin by John Phelps Gentleman his At- {  
torney appears And y<sup>e</sup> said Elijah being three times publickly called to come in- {  
to Court makes default of appearance here It is therefore considered by the Court {  
now here that y<sup>e</sup> said Benjamin do recover against y<sup>e</sup> said Elijah six pounds four- {  
teen shillings and one penny of Lawfull Money Damages and One pound four- {  
teen shillings and one penny of like Money Costs of this <sup>suit</sup> ~~prosecution~~ And he may {  
have his Execution on - - - - -

Josiah Coe of Durham in y<sup>e</sup> County of New Haven and Colony of Connecticut yeoman pl't vs {  
James Pease late of Hatfield in y<sup>e</sup> County of Hampshire yeoman def: In a plea of y<sup>e</sup> Case {  
wherein y<sup>e</sup> said Josiah demands against y<sup>e</sup> said James twenty pounds Lawfull Money {  
which y<sup>e</sup> said James on y<sup>e</sup> twentieth Day of January Anno Dom 1764 for Value {  
received



45  
Coe  
vs  
Pease  
Received promiss of said Josiah to pay him at or before y<sup>e</sup> sixteenth Day of April then Next  
— the said Josiah by Daniel Hitchcock his Attorney comes here. And the said James  
being three times publickly called to come into Court makes default of Apperance  
here — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Josiah do recover  
against y<sup>e</sup> said James Twenty pounds of Lawfull Money Damages And two pound  
four shillings and seven pence of like Money Costs &c And he may have his Execu-  
tion thereof — — — — — Exon. M<sup>d</sup> 22<sup>d</sup> Feby 1765

Riley  
vs  
Frisel  
Nathaniel Riley of Middletown in y<sup>e</sup> County of Hartford and Colony of Connecticut  
pl<sup>t</sup>. vs John Frisel of Barnardston in y<sup>e</sup> County of Hampshire Geoman def<sup>t</sup>. In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Nathaniel Demands of y<sup>e</sup> said John four pounds sixteen  
shillings which y<sup>e</sup> said John on y<sup>e</sup> third Day of December Anno Dom<sup>i</sup> 1763 by his Note  
for Value Received promiss y<sup>e</sup> said Nathaniel to pay him by y<sup>e</sup> tenth Day of May  
then Next &c the said Nathaniel by Simeon Strong Gentleman his Attorney appears  
and y<sup>e</sup> said John being three times publickly called to come into Court makes  
default of Apperance &c — It is therefore Considered that y<sup>e</sup> said Nathaniel do re-  
cover against y<sup>e</sup> said John four pounds sixteen shillings of Lawfull Money  
Damages And two pound seven shillings and six pence of like Money Costs of Suit  
and he may have his Execution &c — — — — — Exon. 1<sup>st</sup> March 2<sup>d</sup> 1765

Coans  
vs  
Barret  
Moses Coans of Warwick in the County of Hampshire Geoman pl<sup>t</sup>. vs David Barret  
late of y<sup>e</sup> same Warwick Geoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Moses De-  
mands against y<sup>e</sup> said David two pounds two shillings and ten pence which y<sup>e</sup> said David  
by his Note for Value Received promiss to pay to one Thomas Aspinwall or his Order which  
said Note y<sup>e</sup> said Thomas Aspinwall pay y<sup>e</sup> said Moses &c on or before the first Day of Au-  
gust then next with Interest &c the said Moses by Simeon Strong Gentleman his At-  
torney appears & and y<sup>e</sup> said David being three times publickly called to come into  
Court makes default of Apperance here — It is therefore Considered by the Court  
now here that y<sup>e</sup> said Moses do recover against y<sup>e</sup> said David two pounds eleven shil-  
lings and two farthings of Lawfull Money Damage and two pounds and seven  
pence of like Money Costs &c & he may his Execution &c —

Belding  
vs  
Ellis  
Samuel Belding of Amtown in y<sup>e</sup> County of Hampshire Geoman pl<sup>t</sup>. vs Richard Ellis of  
Solrain in y<sup>e</sup> same County Geoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Samuel Demands  
against y<sup>e</sup> said Richard six pounds which y<sup>e</sup> said Richard on y<sup>e</sup> Twenty first Day of June  
Anno Dom<sup>i</sup> 1764 by his Note for Value Received promiss y<sup>e</sup> said Samuel to pay him on  
Demand with Interest &c the said Samuel in ~~his proper person~~ appears. And the said  
Richard being three times publickly called to come into Court makes default of Apperance  
here — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Samuel do recover against  
the said Richard six pounds four shillings and seven pence of Lawfull Money Dama-  
ges And One pound fifteen shillings and seven pence of like Money Costs of Suit &c And  
he may have his Execution thereof &c — After all which y<sup>e</sup> said Richard by Simeon  
Strong Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court  
to y<sup>e</sup> superiour Court of Judicature to be holden at Springfield within and for the Coun-  
ty of Hampshire on y<sup>e</sup> fourth Tuesday of September Anno Dom<sup>i</sup> 1765 And the said  
Simeon Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Richards prosecuting the  
Appeal with Effect as by y<sup>e</sup> same Recognizance on file appears &c



James Done of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Nathaniel Williston { Done  
of y<sup>e</sup> same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> case for that y<sup>e</sup> said Nathaniel at said { or  
Springfield on y<sup>e</sup> Twenty seventh Day of July Anno Dom<sup>i</sup> 1763 by his promissary Note in Williston  
Writing under his hand of that Date for Value Received promised y<sup>e</sup> said James to pay him  
the Sum of four pounds eighteen shillings and five pence Lawfull Money on Demand with the  
full Interest till paid. also for that y<sup>e</sup> said Nathaniel at said Springfield on y<sup>e</sup> same Day and Year  
above said was justly Indebted to y<sup>e</sup> said James in y<sup>e</sup> Sum of Eight shillings Lawfull Money for  
some Money by him y<sup>e</sup> said Nathaniel to y<sup>e</sup> y<sup>e</sup> of y<sup>e</sup> said James before that time had and Received  
of y<sup>e</sup> said James. And the said Nathaniel in Consideration thereof then and there assumed on himself  
and to y<sup>e</sup> said James faithfully promised that he would pay him y<sup>e</sup> said James y<sup>e</sup> same Sum on Demand  
but y<sup>e</sup> said Nathaniel though often thereto Requested hath never fulfilled either of his said promises  
to y<sup>e</sup> pl<sup>t</sup> but Unjustly Neglects it To y<sup>e</sup> Damage of y<sup>e</sup> said James Six pounds - the said James by  
Justin Ely Gentleman his Attorney Appears. And y<sup>e</sup> said Nathaniel being three times publickly  
called to come into Court makes default of Appearance &c - It is therefore Considered by y<sup>e</sup> Court  
that y<sup>e</sup> said James do recover against y<sup>e</sup> said Nathaniel five pounds fifteen shillings and five pence  
three farthings of Lawfull Money Damages And One pound twelve shillings and Nine pence  
of like Money Costs &c - After all which now at this term y<sup>e</sup> said Nathaniel by Jonathan  
Ely Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court to the  
superiour Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire  
on y<sup>e</sup> fourth Tuesday of September next And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup>  
said Nathaniel prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file Appears &c

Lemuel White of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Gentleman pl<sup>t</sup> vs { White  
Elijah Alvord of South Hadley in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> case { or  
wherein y<sup>e</sup> said Lemuel Demands against y<sup>e</sup> said Elijah thirty one pounds twelve shillings and { Alvord  
two pence which y<sup>e</sup> said Elijah on y<sup>e</sup> Twenty second Day of December Anno Dom<sup>i</sup> 1762 by his Note  
for Value Received promised said Lemuel to pay him in good shingles & Boards within seven Months  
from y<sup>e</sup> Date of said Note &c the said Lemuel by Justin Ely Gentleman his Attorney Appears &c  
and y<sup>e</sup> said Elijah being three times publickly called to come into Court makes default of Ap-  
pearance here - It is therefore Considered by y<sup>e</sup> Court &c that y<sup>e</sup> said Lemuel do recover against the  
said Elijah four pounds four shillings and two pence of Lawfull Money Damages And two pound  
two shillings and One penny of like Money Costs &c And he may have his Execution &c -  
Exon<sup>d</sup> 1<sup>st</sup> March 1765

John Ely Yeoman and Justin Ely Gentleman both of Springfield in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs { Ely &  
Jonathan Worthington of y<sup>e</sup> same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> case wherein y<sup>e</sup> pl<sup>t</sup> { or  
Demand against y<sup>e</sup> def<sup>t</sup> forty seven shillings and ten pence which y<sup>e</sup> Def<sup>t</sup> on y<sup>e</sup> fourteenth { Worthington  
Day of April Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised to pay them on De-  
mand with Interest &c the pl<sup>t</sup> by Justin Ely Gentleman Appear. And the said Jonathan  
being three times publickly called to come into Court makes default of Appearance here it is  
therefore Considered by y<sup>e</sup> Court &c that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> two pounds thirteen shil-  
lings and Eight pence of Lawfull Money Damages And One pound thirteen shillings and Nine pence  
of like Money Allowed them for Costs &c And they may have Execution &c Exon<sup>d</sup> 15<sup>th</sup> March 1765

Zenas Parsons of Springfield in the County of Hampshire Mason pl<sup>t</sup> vs William Williams of { Parsons  
Potfields in y<sup>e</sup> County of Berkshire Esq<sup>r</sup> def<sup>t</sup>. In a plea of y<sup>e</sup> case for that y<sup>e</sup> said William at said { Williams  
Northampton on y<sup>e</sup> thirteenth Day of October last past being Indebted to y<sup>e</sup> said Zenas in y<sup>e</sup> Sum of Esq<sup>r</sup>  
Nineteen pounds Nine shillings and four pence Lawfull Money, as well for divers works & la-  
bour and services in and about y<sup>e</sup> business and Affairs of him the said William by him the  
said



46  
Parson  
vs  
William  
Esq -  
said Zenas for him y<sup>e</sup> said William at his y<sup>e</sup> said William's special Instance and Request before  
that time done and performed as for divers Goods by him the said Zenas to him the said William  
at his like special Instance and Request before that time sold and Delivered (on Account of  
all which is contained in y<sup>e</sup> Schedule hereto Annexed) did then and there in Consideration  
thereof promise him y<sup>e</sup> said Zenas that he y<sup>e</sup> said William would pay him the said Zenas  
the same sum on Demand - Also for that Whereas y<sup>e</sup> said Zenas at Northampton Afterwards  
to wit on y<sup>e</sup> Day and Year last aforesaid had at y<sup>e</sup> like special Instance and Request of him  
the said William done and performed divers other works & services for him the said William and  
had sold divers other Goods and Delivered y<sup>e</sup> same to him y<sup>e</sup> said William he the said William did  
then and there in Consideration thereof undertake and faithfully promise him y<sup>e</sup> said Zenas  
that he y<sup>e</sup> said William would pay unto him y<sup>e</sup> said Zenas all such sums of Money as he the  
said Zenas reasonably deserved to have as well for his said work and services as for his said  
Goods last mentioned whenever afterwards he should be thereto required and he the said Zenas  
aven that he reasonably deserved to have of him y<sup>e</sup> said William for y<sup>e</sup> work and services  
and Goods last mentioned one other sum of Nineteen pounds Nine shillings and four pence  
like Lawfull Money of all which y<sup>e</sup> said William from y<sup>e</sup> said Zenas had then and there  
Notice Nevertheless y<sup>e</sup> said William has paid several promises and assumptions as aforesaid  
made not regarding hath never paid y<sup>e</sup> said Zenas several sums or any part of them to him the  
said Zenas tho often Requested but wholly Neglects and Refuses to do so - To the Damage  
of y<sup>e</sup> said Zenas Twenty pounds &c - the said Zenas by Moses Bliss Gentleman his  
Attorney appears - And y<sup>e</sup> said William by Simeon Strong Gentleman his Attorney comes  
here and Defends &c And Reserving to himself Liberty to make any new plea on y<sup>e</sup> Appeal  
and Wave this for plea says that he never signed any Note in Manner and form as the plt in  
his Declaration has alleged and thereof puts himself on y<sup>e</sup> Country - And y<sup>e</sup> said Zenas by Moses  
Bliss Gentleman his Attorney Confronting &c says the deft's plea is Insufficient in Law and  
that he is not holden to answer thereto and that he is Ready to verify wherefore he may Judg-  
ment of y<sup>e</sup> same and that his Damages and Costs may be adjudged to him - And y<sup>e</sup> Deft  
says his plea is sufficient - Thereupon all and singular y<sup>e</sup> premises being viewed  
and by y<sup>e</sup> Court now here fully Understood it appears to y<sup>e</sup> said Court that y<sup>e</sup> plea of the  
William and the Matter therein contained are Insufficient in Law &c - And in as much as  
the said William hath not Answered y<sup>e</sup> said Declaration of y<sup>e</sup> said Zenas nor in any man-  
ner denied y<sup>e</sup> same - Therefore it is Considered by the said Court that the said Zenas do  
recover against y<sup>e</sup> said William Nineteen pounds Nine shillings and four pence of Law-  
full Money Damages and One pound Sixteen shillings and One penny of like Money  
Costs of suit &c And he may have his Execution thereof &c - the said William by his said  
Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be  
holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth Tuesday of  
September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said William  
prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c

Welsh  
vs  
Graves  
Daniel Welsh of Westfield in y<sup>e</sup> County of Berkshire and Colony of Connecticut Yeoman  
plt vs Abner Graves of Westfield in y<sup>e</sup> County of Hampshire Yeoman deft In a plea Trespass on  
the Case wherein y<sup>e</sup> said David complains of y<sup>e</sup> said Abner for his not paying him y<sup>e</sup> said  
David two pounds seventeen shillings which y<sup>e</sup> said Abner by his Note for Value Received on y<sup>e</sup>  
Eighth Day of September Anno Dom 1765 promised y<sup>e</sup> said David to pay him on Demand  
with Interest &c the said David by Moses Bliss Gentleman his Attorney appears And y<sup>e</sup> said  
Abner being three times publicly called to come into Court makes default of appearance  
here It is therefore Considered by y<sup>e</sup> Court now here that the said David  
do



do recover against y<sup>e</sup> said Abner three pounds four shillings and one penny of Lawfull Money Damages and two pounds ten shillings and three pence of like Money Costs of his suit and he may have his Execution thereof Welsh or Graves  
Exon. 21<sup>st</sup> Feb. 1765

John. Eli. of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Plaintiff vs William Jones of Hadley in y<sup>e</sup> County of Hampshire Taylor def<sup>t</sup>. In a plea de whae- Key or Jones  
in y<sup>e</sup> said John demands against y<sup>e</sup> said William nineteen pounds five shillings and six pence of Lawfull Money Debt as in y<sup>e</sup> said John's Writ of Habeas Corpus on the files of this Court and Manifest - the said John by Moses Bly Gentleman his Attorney appears And y<sup>e</sup> said William being three times publicly called to come into Court makes Default of appearance here it is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said John do recover against y<sup>e</sup> said William nineteen pounds five shillings and six pence of Lawfull Money Debt and two pounds & one penny of like Money Costs of his suit and he may have his Execution thereof & -  
Exon. 21<sup>st</sup> Feb. 1765

John Lyard of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Esq<sup>r</sup>: vs Ephraim Kellogg of Amherst in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of Case for that said Ephraim a y<sup>e</sup> said Northampton on y<sup>e</sup> eighth Day of July Anno Dom<sup>i</sup> 1756 by his Note of that Date Kellogg or Kellogg  
for Value received promised y<sup>e</sup> said John to pay him fourteen pounds Ten shillings and one penny half penny Lawfull Money on Demand with Lawfull Intrest for y<sup>e</sup> same till paid and also for that said Ephraim a y<sup>e</sup> said Northampton on y<sup>e</sup> fifth Day of November in y<sup>e</sup> same year last above said by his other Note of that Date for Value received promised y<sup>e</sup> said John to pay him Twenty three pounds thirteen shillings and seven pence Lawfull Money on Demand with Lawfull Intrest for y<sup>e</sup> same till paid - y<sup>e</sup> said Ephraim though often Requested hath never paid y<sup>e</sup> said John either of said Sums or any part thereof - the said John by Moses Bly Gentleman his Attorney appears - And y<sup>e</sup> said Ephraim being three times publicly called to come into Court makes default of appearance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said John do recover against y<sup>e</sup> said Ephraim forty three pounds seven shillings and two pence of Lawfull Money Damages and two pounds one shilling and one penny of like Money Costs & - afterwards at this same term y<sup>e</sup> said Ephraim by Simon Strong Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court by Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth Tuesday of September Next - And Recognizes with Surties as y<sup>e</sup> Law directs for the said Ephraim prosecuting y<sup>e</sup> Appeal as by y<sup>e</sup> said Recognizance on file appears & -

John Lyard of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Esq<sup>r</sup>: vs Elijah Alvord yeoman and Thomas Alvord yeoman both of South Hadley in y<sup>e</sup> County of Hampshire Alvord or Alvord  
Plaintiffs In a plea of Debt & wherein y<sup>e</sup> said John Demands against them y<sup>e</sup> said Elijah and Thomas forty eight pounds Lawfull Money which they y<sup>e</sup> said Elijah and Thomas by their bond on y<sup>e</sup> eleventh Day of August Anno Dom<sup>i</sup> 1757 bound themselves to pay unto y<sup>e</sup> said John & - the said John by Moses Bly Gentleman his Attorney comes here & appears and y<sup>e</sup> said Elijah and Thomas being three times publicly called to come into Court make Default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover against y<sup>e</sup> said Elijah and Thomas thirty five pounds three shillings and eight pence of Lawfull Money Debt and two pound one shilling and seven of like Money Costs & And he may have his Exon & -  
Exon. 21<sup>st</sup> July 1765



47 John Ledyard of Hartford in y<sup>e</sup> County of Stafford and Colony of Connecticut Esq<sup>r</sup> pl<sup>t</sup> vs  
Ledyard vs Samuel Boston Yeoman and Elijah Glover Yeoman de<sup>f</sup> in a plea of Trepass on the  
Preston de Case wherein y<sup>e</sup> pl<sup>t</sup> Demands against y<sup>e</sup> de<sup>f</sup> One hundred pounds which they on y<sup>e</sup>  
Twenty third Day of July Anno Dom<sup>i</sup> 1762 by their Note for Value received promised  
y<sup>e</sup> pl<sup>t</sup> to pay him on or before the first Day of March then Next ensuing with Interest  
on the said John y<sup>e</sup> pl<sup>t</sup> by Moses Bliss Gentleman his Attorney appears - And the  
de<sup>f</sup> being three times publickly called to come into Court make Default of  
Appearance - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> pl<sup>t</sup> do  
recover against y<sup>e</sup> de<sup>f</sup> One hundred and fifteen pounds five shillings and six pence  
one farthing of Lawfull Money Damages and two pounds One Shilling and five  
pence of like Money Costs of Suit &c And he may have his Execution thereof  
after all which y<sup>e</sup> de<sup>f</sup> by Simon Strong Gentleman their Attorney come  
here and Appeal from y<sup>e</sup> Judgment of this Court to Suprenour Court of Judicature  
to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth  
Tuesday of September Next And he Recognizes with Sureties as the Law directs for  
y<sup>e</sup> de<sup>f</sup> prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file ap-  
pears &c

Pynchon vs Stebbins George Pynchon of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ebenezer  
Stebbins of same Springfield Yeoman de<sup>f</sup> In a plea of Trepass on y<sup>e</sup> Case wherein  
y<sup>e</sup> said George Demands against y<sup>e</sup> said Ebenezer twenty six pounds twelve shillings  
and ten pence which y<sup>e</sup> said Ebenezer on y<sup>e</sup> thirty first Day of October Anno Dom<sup>i</sup>  
1763 by his Note for Value received promised y<sup>e</sup> said George to pay him on De-  
mand with Interest &c the said George by Moses Bliss Gentleman his Attor-  
ney appears - And y<sup>e</sup> said Ebenezer being three times publickly called to come  
into Court makes default of Appearance &c - It is therefore Considered by y<sup>e</sup>  
Court now here that the said George do recover against y<sup>e</sup> said Ebenezer twenty Eight  
pound thirteen shillings and four pence two farthings of Lawfull Money Da-  
mages and One pound thirteen shillings and One penny of like Money Costs  
of Suit &c And he may have his Execution &c on 26<sup>th</sup> April 1765

Cotton vs Geer Charles Cotton of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Shubael  
Geer Jun<sup>r</sup> of Benfield in y<sup>e</sup> same County Yeoman de<sup>f</sup> In a plea of y<sup>e</sup> Case wherein  
the said Charles Demands against y<sup>e</sup> said Shubael thirteen pounds six shillings and  
eight pence which y<sup>e</sup> said Shubael on y<sup>e</sup> tenth Day of March Anno Dom<sup>i</sup> 1765  
by his Note for Value received promised one Charles Pynchon to pay him on Demand  
with Interest &c (which said Note y<sup>e</sup> said Charles Pynchon Indorsed over to y<sup>e</sup> said Charles  
Cotton) - the said Charles Cotton by Moses Bliss Gentleman his Attorney ap-  
pears - And y<sup>e</sup> said Shubael being three times publickly called to come into  
Court makes default of Appearance here - It is therefore Considered by y<sup>e</sup>  
said Court that y<sup>e</sup> said Charles Cotton do recover against y<sup>e</sup> said Shubael  
fifteen pounds fifteen shillings and five pence of Lawfull Money Damages  
and One pound fourteen shillings and Nine pence of like Money Costs of Suit  
and he may have his Execution &c

Greene vs Wilson Robin Greene Jun<sup>r</sup> of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs James Wilson of  
the same Springfield Yeoman de<sup>f</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said James at said Springfield  
on y<sup>e</sup> first Day of November then at 2 Day of y<sup>e</sup> Date of y<sup>e</sup> Case was Indorsed to said Robin in the Sum of  
Eight



eight pounds two shillings and four pence Lawfull Money by both Account to balance the  
Account of y<sup>e</sup> Account Annexed to y<sup>e</sup> p<sup>th</sup> writ and in Consideration thereof said James then  
and there upon himself assumed and faithfully promised y<sup>e</sup> said Robert to pay him the same  
on Demand &c. which y<sup>e</sup> said Robert says he has not done &c. by y<sup>e</sup> said Robert's Damage  
nine pounds &c. the said Robert by Moses Bliss Gentleman his Attorney appears. And  
the said James being three times publicly called to come into Court makes default of  
appearance. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Robert do recover  
against y<sup>e</sup> said James eight pounds Two shillings and four pence of Lawfull Money Da-  
mages and one pound thirteen shillings and one penny of like Money Costs of Suit &c.  
him as his Execution &c. After all which at this same Term y<sup>e</sup> said James by Jonathan Bliss Gen<sup>l</sup>  
his Attorney comes here and appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judi-  
cature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday  
of September next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said James's prosecut-  
ing y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> same Recognizance on file appears &c.

Isidiah Bliss of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jeremiah Cooley of y<sup>e</sup> same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Isidiah Demands  
against y<sup>e</sup> said Jeremiah six pounds and six shillings which y<sup>e</sup> said Jeremiah on y<sup>e</sup> twentieth  
Day of February last past by his Note for Value Received promised one Benajah Stephenson to pay  
him or his Order in Good & Sufficient Sum by y<sup>e</sup> first Day of June then Next together with y<sup>e</sup> Law-  
full Interest &c. - which said Note of y<sup>e</sup> said Benajah afterwards Indorsed over to y<sup>e</sup> said Isidiah the  
said Isidiah by Moses Bliss Gentleman his Attorney appears. And y<sup>e</sup> said Jeremiah being  
three times publicly called to come in to Court makes default of appearance here. It is  
therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Isidiah do recover against y<sup>e</sup> said Jeremiah the  
sum of six pounds and two pence of Lawfull Money Damages and one pound thirteen shillings  
and one penny of like Money Costs &c. And he may have his Execution &c. - From y<sup>e</sup> 2<sup>d</sup> March y<sup>e</sup> 6<sup>th</sup> &c.

Thomas Cotton of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Charles Colton of y<sup>e</sup> same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that said Charles of y<sup>e</sup> said Springfield on  
the Twenty third Day of June Anno Dom<sup>i</sup> 1773 by his Note of that Date for Value Received pro-  
mised said Thomas to pay him Ten pounds Lawfull Money in three Months from y<sup>e</sup> Date  
of said Note with Lawfull Interest for y<sup>e</sup> same after y<sup>e</sup> said Term of three Months from the  
Date of said Note till paid. yet he has never paid y<sup>e</sup> same &c. by y<sup>e</sup> said Thomas twelve  
pounds &c. the said Thomas by Moses Bliss Gentleman his Attorney appears. And the said Charles  
being three times publicly called to come in to Court makes default of appearance here. It  
is therefore considered that y<sup>e</sup> said Thomas do recover against y<sup>e</sup> said Charles Ten pounds six-  
teen shillings and eight pence Lawfull Money Damages and one pound fourteen shillings  
and seven pence of like Money Costs &c. And he may have his Execution &c. After all which  
at this same Term y<sup>e</sup> said Charles by Jonathan Bliss Gentleman his Attorney comes here and  
appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden  
at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September  
next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Charles's prosecuting y<sup>e</sup>  
Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c.

Cornelius Jones of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Samuel Thilbourn of  
Manson in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that the said Sa-  
muel of y<sup>e</sup> said Springfield on y<sup>e</sup> thirty first Day of January Anno Dom<sup>i</sup> 1773 by one Note under  
his hand of that Date for Value Received then and there promised y<sup>e</sup> said Cornelius to pay him  
three pounds twelve shillings and six pence on or before the first Day of May then Next with  
Interest yet y<sup>e</sup> said Samuel though often thereunto requested hath never fulfilled his said promise &c.



48  
Jones  
or  
Hillbourn  
but Unjustly Neglects and Refuses to do so - And also for that y<sup>d</sup> said Samuel at y<sup>d</sup> said Springfield on y<sup>d</sup> first Day of December last being Justly Indebted to y<sup>d</sup> said Cornelius the sum of two pounds Nine shillings and four pence for service done before that time for the y<sup>d</sup> Samuel and Bill, of Bristol the y<sup>d</sup> said Samuel before that time Received of y<sup>d</sup> said Cornelius to Balance Account According to y<sup>d</sup> Account Annexed to y<sup>d</sup> said Cornelius Writ and then and there in Consideration thereof y<sup>d</sup> said Samuel promised to pay said Sum Sum last mentioned to him on Demand - yet the y<sup>d</sup> said Samuel hath never paid it or to y<sup>d</sup> Damage of y<sup>d</sup> said Cornelius Nine pounds or - the y<sup>d</sup> said Cornelius in his proper person appears - And y<sup>d</sup> said Samuel being out of of the Government or at y<sup>d</sup> time of y<sup>d</sup> service of y<sup>d</sup> said Cornelius Writ does not appear - It is therefore Considered by y<sup>d</sup> Court that y<sup>d</sup> Case be Continued till y<sup>d</sup> Next Term of this Court or And y<sup>d</sup> said parties have Day Granted them untill y<sup>d</sup> first Tuesday of May Next y<sup>d</sup> Next term of this Court or

Also  
or  
Bells  
Richard Reason of Middletown in y<sup>d</sup> County of Hartford in y<sup>d</sup> Colony of Connecticut Yeoman pl<sup>t</sup> vs Warterman Cals lately of y<sup>d</sup> same Middletown now of Springfield in the County of Hampshire Ship Carpenter def<sup>t</sup> In a plea of y<sup>d</sup> Case wherein y<sup>d</sup> said Richard Demands of y<sup>d</sup> said Warterman forty shillings which y<sup>d</sup> said Warterman on y<sup>d</sup> fourteen<sup>th</sup> Day of June Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>d</sup> said Richard to pay him within twelve Months or with Intrest or - the y<sup>d</sup> said Richard by Cornelius Jones Gentleman his Attorney appears - And the y<sup>d</sup> said Warterman being three times publicly called to come into Court makes default of appearance or It is therefore Considered by the Court that y<sup>d</sup> said Richard do recover against y<sup>d</sup> said Warterman two pounds and four shillings of Lawfull Money Damages And two pounds six shillings and six pence of like money Costs or - And he may have Execution - Exec<sup>d</sup> 15<sup>th</sup> March 1765 -

Parker  
or  
Morgan  
Elisha Parker of Westfield in y<sup>d</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Joseph Morgan of Springfield in y<sup>d</sup> same County Yeoman def<sup>t</sup> In a plea of y<sup>d</sup> Case for that y<sup>d</sup> said Joseph at y<sup>d</sup> said Westfield on y<sup>d</sup> second Day of May last past by his Note of that Date for Value Received promised said Elisha to pay him or Order the sum of Twelve pounds Lawfull Money by or before the first Day of September then Next with Intrest till paid or which y<sup>d</sup> said Joseph hath never paid or the y<sup>d</sup> said Elisha by Daniel Hitchcock Gentleman his Attorney appears - And the y<sup>d</sup> said Joseph being three times publicly called to come into Court makes default of appearance here it is therefore Considered by y<sup>d</sup> Court that y<sup>d</sup> said Elisha do recover against y<sup>d</sup> said Joseph twelve pounds eleven shillings and two farthings of Lawfull Money Damages and One pound eleven shillings and five pence of like Money Costs or And he may have his Execution - After all which at this same Term y<sup>d</sup> said Joseph by Moses Bliss Gentleman his Attorney comes here and Appeals from y<sup>d</sup> Judgment of this Court to y<sup>d</sup> Superiour Court of Judicature to be holden at Springfield within and for y<sup>d</sup> County of Hampshire on y<sup>d</sup> fourth Tuesday of September next And he Recognizes with Sureties as y<sup>d</sup> Law directs for y<sup>d</sup> said Joseph prosecuting y<sup>d</sup> Appeal with Effect as by y<sup>d</sup> same Recognizance on file appears or

Davey  
or  
Langphere  
Ashbel Davey of Westfield in y<sup>d</sup> County of Hampshire Yeoman pl<sup>t</sup> vs William Lang here of Westfield Trader def<sup>t</sup> In a plea of y<sup>d</sup> Case wherein y<sup>d</sup> said Ashbel Demands of y<sup>d</sup> said William three pounds Lawfull Money which y<sup>d</sup> said William by his Note on y<sup>d</sup> twenty third Day of October last past for Value Received promised said Ashbel to pay him so much worth of Beef and Grain within two Months or - the y<sup>d</sup> said Ashbel by Daniel Hitchcock Gentleman his Attorney appears - And y<sup>d</sup> said William being three times publicly called to come into Court makes default of appearance here It is therefore Considered by the Court



that y<sup>e</sup> said Appellor do recover against y<sup>e</sup> said William three pounds of Lawfull Money } Deuce  
Damages and One pound thirteen shillings and nine pence of like Money Costs of Suit } or  
and he may have his Execution thereof } Exon Id 12<sup>th</sup> March y<sup>e</sup> 62 } Lomphere

Solomon Boltwood of Amherst in y<sup>e</sup> County of Hampshire yeoman and a Deputy Sheriff } Boltwood  
under Oliver Partridge Esq<sup>r</sup> Sheriff of y<sup>e</sup> same County plt<sup>r</sup> vs John Strickland of Hadley in } Strickland  
y<sup>e</sup> same County yeoman def<sup>r</sup> In a plea of Case wherein y<sup>e</sup> said Solomon Demands against }  
the said John Twelve pounds Ten shillings and five pence which y<sup>e</sup> said John on y<sup>e</sup> Twenty first }  
Day of January Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised said Solomon to pay }  
him on Demand with Interest &c - the said Solomon by Simon Strong Gentleman Appears }  
and y<sup>e</sup> said John being three times publicly called to come into Court makes default of }  
Appearance here It is therefore Considered that y<sup>e</sup> said Solomon do recover against the said }  
John three pounds fifteen shillings and four pence One farthing of Lawfull Money Dama- }  
ges and One pound six shillings and five pence of like Money Costs &c And he may }  
have his Execution thereof &c } Exon Id 29<sup>th</sup> May y<sup>e</sup> 62

Jonathan Brown of Somers in y<sup>e</sup> County of Hampshire Compt<sup>r</sup> vs James Willson of Springfield } Brown  
in y<sup>e</sup> same County def<sup>r</sup> the said Jonathan Brown by Moses Willson Gentleman his Attorney Comes } Willson  
here and complains and says that at a Justice Court held before John Worthington Esq<sup>r</sup> one }  
of his Majesty's Justices of y<sup>e</sup> peace for y<sup>e</sup> County aforesaid at Springfield in said County on Mon- }  
day y<sup>e</sup> Twenty sixth Day of November last past he recovered Judgment against James Willson }  
aforesaid for y<sup>e</sup> Sum of Ten shillings and five pence half penny Lawfull Money Costs and }  
Charges by him about y<sup>e</sup> Suit of y<sup>e</sup> said James against him in that behalf expended from }  
which said Judgment y<sup>e</sup> said James Appealed to this Honourable Court and Recognized }  
with sufficient Sureties to prosecute his said Appeal with Effect and has failed to do so }  
Complainant therefore prays of this Honourable Court Affirmation of y<sup>e</sup> former Judgment }  
with additional Costs &c - And as in Duty &c which being read &c And it appearing to y<sup>e</sup> Court }  
that the said James hath failed to prosecute his said Appeal &c It is therefore Considered that y<sup>e</sup> said former }  
Judgment for y<sup>e</sup> said Jonathan's Costs &c be affirmed, and that y<sup>e</sup> said Jonathan be allowed his Costs }  
of this prosecution &c Paid in y<sup>e</sup> whole at two pounds One shilling and two pence two }  
farthings and he may have his Execution &c } Exon Id 7<sup>th</sup> March y<sup>e</sup> 62

Mr. Daniel Hitchcock late of Springfield who is now of Northampton in y<sup>e</sup> County of Hamp- } Daniel  
shire is now Admitted by y<sup>e</sup> Court now here to practise as an Attorney in this Court & } Hitchcock  
is now sworn Agreeable to y<sup>e</sup> Statute in this behalf provided &c

Benzer Marsh comes here with his Complaint ag<sup>t</sup> Joseph Hubbard } Marsh  
setting forth that he recovered a certain Judgment therein specified against the }  
said Joseph from which he appealed to this Court and recognized to prosecute the } Hubbard  
Appeal but having failed to do it the said Benzer prays affirmation of the }  
said Judgment with additional Costs afterwards the said Benzer comes and prays }  
the leave of the Hon<sup>ble</sup> Court to withdraw his Complaint &c It is granted him

The foregoing Judgments &c being made &  
entered up in manner aforesaid the said  
Court was adjourned without Day  
At William Williams Cler







Samuel's - Anno Regni Regis Georgii Terti Magnae Britanniae Franciae & Hiberniae quinto - Union

At his Majesty's Court of General Sessions of y<sup>e</sup> Peace begun and held at North Court  
 and there within and for y<sup>e</sup> County of Hampshire on the second Tuesday of February  
 an being y<sup>e</sup> twelfth Day of said Month) and ended in Decem<sup>r</sup> to Friday the  
 fifteenth Day of same Month Anno Dom<sup>i</sup> 1755

Present

Jury for Trials

Grand Jurors

Brace William Esq<sup>r</sup>  
 Amos Dwight Esq<sup>r</sup>  
 Elijah Williams Esq<sup>r</sup>  
 Josiah Dwight Esq<sup>r</sup>  
 Amos Dwight Jun<sup>r</sup> Esq<sup>r</sup>  
 Samuel Mather Esq<sup>r</sup>  
 Thomas Williams Esq<sup>r</sup>  
 Josiah Saunders Esq<sup>r</sup>  
 Eleazer Porter Esq<sup>r</sup>

Robert Long foreman  
 John Dan  
 Isaac Bush  
 Samuel Child  
 Joel Dickinson  
 Benjamin  
 David Fowler  
 Moses Keller  
 Josiah Emerson  
 Moses Hammond  
 Nathaniel White  
 Moses Cook

John Sutton foreman  
 Daniel White  
 Thomas Sims  
 Caleb Stone  
 John Eastman  
 James Porter  
 Daniel Morley  
 David Field  
 26. Peter Pilling  
 Sam<sup>r</sup> Hunt  
 26. Lioniah Russell  
 Daniel Moore  
 Peter Smith

other v<sup>rs</sup> Francis Pettit ab. Ex<sup>r</sup>  
 Aaron Graves ab. Ex<sup>r</sup>  
 John Kim - - - Ex<sup>r</sup>  
 John Warner - - - Ex<sup>r</sup>

John Gibbs  
 William Croft  
 26. James Breakenridge  
 26. William Knorr Jun<sup>r</sup> ab. Ex<sup>r</sup>  
 26. Humphrey Needham  
 Mr. Sheriff Wainwright attended most of y<sup>e</sup>  
 time he is v<sup>rs</sup> by Sheriff Muller to receive  
 y<sup>e</sup> whole  
 The Grand Jury attended four  
 Days

The Inhabitants of y<sup>e</sup> Town of Westfield who stand presented for default of a Due Reparation of y<sup>e</sup> High  
 a common Highway there be who at y<sup>e</sup> last Term pleaded that they would not contend & and it is now  
 was then ordered that y<sup>e</sup> Matter should lie for further Consideration till this time - And it is now  
 ordered that y<sup>e</sup> Prisoners be continued untill y<sup>e</sup> next Term of this Court & of which y<sup>e</sup>  
 said Inhabitants are to take Notice &c -

The Committee upon y<sup>e</sup> Petition of y<sup>e</sup> Inhabitants heretofore Recorded not having Reported this Term  
 now ordered that y<sup>e</sup> same Petition be continued untill y<sup>e</sup> next Term of this Court of which  
 time y<sup>e</sup> petitioners may take Notice and then be further heard of their prayer &c -

Whereas it is now presented in y<sup>e</sup> Court of Hampshire a Gentleman Attorney for Lord y<sup>e</sup> King one of y<sup>e</sup> Justices  
 here into this Court and in this behalf instantly gives the Court now here s<sup>r</sup> J<sup>r</sup> J<sup>r</sup> and a<sup>r</sup> J<sup>r</sup>  
 be informed that Samuel Dan Jun<sup>r</sup> of Wilbraham in y<sup>e</sup> County of Leicestershire did a<sup>r</sup> J<sup>r</sup> J<sup>r</sup> Day  
 field on y<sup>e</sup> twenty third Day of January last past withing and withingly Hunt and kill one  
 Graven Wild Deer and also that said Samuel then and there had in his possession the raw  
 hide and Raw flesh of one Graven Wild Deer killed in the County of Leicestershire on y<sup>e</sup> twenty third Day of December  
 last past contrary to One Statute or Law of this Province in such Cases made and provided  
 to y<sup>e</sup> evil example of others and against y<sup>e</sup> peace of y<sup>e</sup> said Lord the King his Crown and Dig-  
 nity - The said Samuel comes here, being by y<sup>e</sup> Court named for this purpose and being in-  
 terrogated he says that he is guilty &c - It is therefore considered by y<sup>e</sup> Court now here that the said  
 Samuel pay a fine of six pounds of Lawfull Money for his Offence aforesaid & that he  
 thereof to his Majesty for y<sup>e</sup> y<sup>e</sup> Government And the rest of y<sup>e</sup> Court is so ordered



50 the third of Springfield aforesaid y<sup>e</sup> Original Informer (a Deer Mev in y<sup>e</sup> same Town) and  
D. Rex } Costs of prosecution Taxed at Two pence and two pence of Lawfull Money Standing Committed  
Day

D. Rex } The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath pre-  
or } sent that y<sup>e</sup> Common highway of y<sup>e</sup> said Lord y<sup>e</sup> King in Manjon leading from Primer to Spring-  
Monjon } field: viz on y<sup>e</sup> North side of said Monjon for y<sup>e</sup> space of One Mile & half: viz from a mo-  
numnt of Stones Eastward of y<sup>e</sup> Dwelling house of Benoni Banister by East Line of the  
District of Wilbraham in said County and through out all y<sup>e</sup> Width of y<sup>e</sup> same Way on y<sup>e</sup>  
first Day of June last past was and ever since has been and yet is being broken and found-  
erous for want of a Due Reparation and Amendment thereof so that y<sup>e</sup> Lige Subjects of  
y<sup>e</sup> said Lord y<sup>e</sup> King passing through and over y<sup>e</sup> same way cannot pass and repair the  
y<sup>e</sup> same way without great Difficulty and Danger either with horse, Carriages or Carts &  
that y<sup>e</sup> Inhabitants of y<sup>e</sup> said District of Monjon of Right and Law ought to re-  
pair and Amend y<sup>e</sup> same so often as y<sup>e</sup> same Highway stands in Need of repair and Amend-  
ment. but y<sup>e</sup> Inhabitants of y<sup>e</sup> said District of Monjon have always hitherto neglected and  
still neglect to repair and Amend y<sup>e</sup> same which Neglect of y<sup>e</sup> said Inhabitants of y<sup>e</sup> said  
District of Monjon is Contrary to Law y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown  
and Dignity - which said Presentment was made at y<sup>e</sup> Term of this Court in the last Term  
past - and signed by the Foreman - And now y<sup>e</sup> said Inhabitants in Summons  
made them in y<sup>e</sup> County by James Mirin Gentleman their Agent come here and being  
put to plead say they will not contend with y<sup>e</sup> King: and pray that y<sup>e</sup> said In-  
habitants may have leave to offer some thing in excuse for themselves in which is  
granted them - Thereupon y<sup>e</sup> Court having considered of the Offence do Order that  
y<sup>e</sup> said Inhabitants shall pay a fine of ten Shillings Lawfull Money to be to his Majesty  
or and Costs of prosecution Taxed at One pound fourteen Shillings of Lawfull Money and  
that a Districter go against y<sup>e</sup> said Inhabitants untill y<sup>e</sup> said way shall be effectue-  
ally repaired &c

D. Rex } The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath pre-  
or } sent that Thomas Dumbley of Northampton aforesaid Labourer for that y<sup>e</sup> said Tho-  
Dumbley } mas at said Northampton on y<sup>e</sup> Twenty fifth Day of October last past with force and  
arm made an Assault on y<sup>e</sup> Body of Mary Hastings of Hadley in said County Wife of Daniel  
Hastings of said Hadley Yeoman and Anna Hastings of said Hadley Widow and then the said  
Mary and Anna threatened with bodily hurt and Death and then and there put them the  
said Mary and Anna in great fear and Terror Contrary to Law and y<sup>e</sup> King's peace -  
The said Thomas being brought here in y<sup>e</sup> Custody of y<sup>e</sup> Sheriff &c. and being put to plead  
says that he will not contend with y<sup>e</sup> King &c. The Court having considered of the  
Offence do Order that y<sup>e</sup> said Thomas do pay a fine of ten Shillings to be to his Major-  
ty &c. and Costs of prosecution Taxed at One pound sixteen Shillings and eight pence &  
that y<sup>e</sup> find Sureties for y<sup>e</sup> good behaviour for y<sup>e</sup> space of three Months from this Term  
in y<sup>e</sup> Sum of Ten pound towards all his Majesty's Lige Subjects especially towards y<sup>e</sup>  
said Anna and Mary - Standing Committed till Sentence be performed &c

Idem } The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath pre-  
or } sent Thomas Dumbley of Northampton aforesaid Labourer for that said Thomas at said  
Dumery } Northampton on y<sup>e</sup> Twenty first Day of October last past / he being then of y<sup>e</sup> Age of  
Dumery } Dilection did wilfully and Willingly utter One prophane Curse by then & there







21  
The Robert Miller of Court a foreman did at Deerfield in said County  
on y<sup>e</sup> first Day of January current at Deerfield in said County willingly and Willing-  
ly hunt and kill one brown Wild Deer and then and thereafter wittingly and willingly  
in his possession of the skin and raw flesh of a brown wild Deer killed since the  
Twenty first Day of December last past Contrary to Law of this province lately made  
and provided, and against y<sup>e</sup> peace of y<sup>e</sup> Lord y<sup>e</sup> King his Crown and Dignity &c.  
The said Robert being here and being put to plead he says that he is Guilty  
The Court having considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said Robert pay a  
fine of six pounds ~~to his Majesty~~ <sup>to his Majesty</sup> & ~~to the Queen~~ <sup>to the Queen</sup> there  
being no Informer and Costs of prosecution paid at One pound three shillings and  
six pence Standing Committed &c.

Dr. Rex  
vs  
Herrington  
The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their Oaths  
present Ezekiel Herrington late of Hillingley in y<sup>e</sup> County of Windham and Son of Con-  
necticut a man now living in Amherst in said County of Hampshire for that he is  
Ezekiel at said Amherst on y<sup>e</sup> Twenty second Day of July last past the same being Sab-  
bath or Lord's Day and on all y<sup>e</sup> Sabbaths or Lord's Days next following from and af-  
ter y<sup>e</sup> fifteenth Day of July aforesaid for y<sup>e</sup> space of one whole Month did Willingly Volun-  
tarily and Unnecessarily wholly Absent himself from y<sup>e</sup> publick Worship of God there  
he y<sup>e</sup> said Ezekiel during all that time aforesaid being able of Body and not otherwise  
Necessarily detained from attending y<sup>e</sup> same Worship and although y<sup>e</sup> said Worship  
was duly upheld maintained and attended upon by others there during said Term  
and also for that he y<sup>e</sup> said Ezekiel there at said Amherst on y<sup>e</sup> second Sabbath or  
Lord's Day in y<sup>e</sup> same Month of July aforesaid and on all y<sup>e</sup> Sabbath or Lord's  
Days for y<sup>e</sup> space of one whole Month next preceeding y<sup>e</sup> twelfth Day of said July  
wittingly Voluntarily and Unnecessarily Absented himself from y<sup>e</sup> publick Wor-  
ship of God there he y<sup>e</sup> said Ezekiel during all y<sup>e</sup> Term last aforesaid being a person  
able of Body and not otherwise Necessarily prevented altho y<sup>e</sup> publick Worship  
of God was duly upheld maintained and attended upon by others there during  
said Term which said Neglect of y<sup>e</sup> said Ezekiel of attending y<sup>e</sup> publick Worship as  
aforesaid is Contrary to one Law of this province in that Case made and provid-  
ed and the peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and Dignity &c. The said Ezekiel  
comes here being held by Recognizance &c. and being put to plead he says that he is Guilty  
The Court now having considered of y<sup>e</sup> Offence do Order that the said  
Ezekiel do pay a fine of twenty shillings for y<sup>e</sup> the y<sup>e</sup> poor of said Amherst  
and Costs of prosecution paid at One pound eight shillings Standing Committed

Dr. Rex  
vs  
Atherton  
The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their  
Oaths present that Oliver Atherton of Greenfield in said County a man did at said  
Greenfield on y<sup>e</sup> 12<sup>th</sup> Day of February current wittingly and Willingly hunt and kill  
one brown Wild Deer and that said Oliver then and thereafter in his possession the raw  
skin and flesh of a brown wild Deer killed since y<sup>e</sup> Twenty first Day of December last  
past Contrary to Law of this province in such Cases made and provided and against  
y<sup>e</sup> peace of y<sup>e</sup> Lord y<sup>e</sup> King his Crown and Dignity which presentment is now made  
and signed by Seth Pomeroy foreman - The said Oliver now comes here being held  
by Recognizance for this purpose and being put to plead he pleads that he is Guilty



The Court having considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said Oliver do pay a fine of six pounds to be y<sup>e</sup> One moiety to his Majesty & the other moiety to y<sup>e</sup> Informer (viz Nathaniel Dickinson of Deerfield Yeoman) And Costs of prosecution Paid at two pounds eleven shillings and six pence & Standing Committed &c

The Grand Jurors of y<sup>e</sup> Lord of y<sup>e</sup> King for y<sup>e</sup> body of y<sup>e</sup> County of Hampshire do on their Oaths present that Paul Hawn of Deerfield in said County Yeoman did at said Deerfield on the first Day of February Current wilfully and willingly hunt and kill two Crown wild Deer and that said Paul then and there had in his y<sup>e</sup> said Paul's possession y<sup>e</sup> raw skin and flesh of two Crown wild Deer killed since the twenty first Day of December last past Contrary to Law of this province in such Cases made and provided against the peace of y<sup>e</sup> Lord of y<sup>e</sup> King his Crown and Dignity which said Presentment is signed by Seth Pomeroy foreman - The said Paul now comes here being held by Recognizance for this purpose and being put to plead &c pleads and says he is not guilty &c and puts himself on y<sup>e</sup> Country &c - A Jury being sworn according to Law to try y<sup>e</sup> Issue &c After a full hearing return their Verdict therein and on y<sup>e</sup> Oath they have taken say that the said Paul is not guilty - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Paul be dismissed &c

Robert Bliss Gentleman Attorney to y<sup>e</sup> Lord of y<sup>e</sup> King comes here into Court and instantly in this behalf gives the Court now here to understand and be informed that Thomas M<sup>r</sup> Glenathan of Simer in y<sup>e</sup> County of Hampshire Yeoman did at Springfield in y<sup>e</sup> Town of Glenathan on y<sup>e</sup> twenty third Day of January last past wilfully and willingly hunt and kill one Crown wild Deer and that said Thomas then and thereafter in his possession y<sup>e</sup> Raw hide and Raw flesh of one Crown wild Deer killed since y<sup>e</sup> twenty third Day of December last past Contrary to y<sup>e</sup> form of y<sup>e</sup> Statute of this province in such Cases made and provided and against y<sup>e</sup> peace of y<sup>e</sup> said Lord of y<sup>e</sup> King his Crown and Dignity &c The said Thomas comes here being held by Recognizance for this purpose and being put to plead &c He says that he is guilty &c - The Court having considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said Thomas do pay a fine of six pounds One moiety thereof to be to his Majesty &c - And y<sup>e</sup> other moiety to y<sup>e</sup> Informer (viz Joseph Hely of Springfield a Deer here there) and Costs of prosecution Paid at One pound five shillings and six pence & Standing Committed &c

The Grand Jurors of y<sup>e</sup> Lord of y<sup>e</sup> King for y<sup>e</sup> body of y<sup>e</sup> County of Hampshire do on their Oaths present Samuel Leonard of Springfield Yeoman Reuben Leonard Jun<sup>r</sup> of Springfield Yeoman and Nathan House of Springfield Yeoman in said County for that the said Samuel Reuben and Nathan at said Springfield in said County on y<sup>e</sup> twenty ninth Day of August last did riotously routously and unlawfully meet and assemble themselves together to break the peace of y<sup>e</sup> said Lord of y<sup>e</sup> King and being some of them the said Samuel Reuben and Nathan in a riotous routous and unlawful manner at said Springfield with force and arms did break and enter the dwelling house of Elijah Coleman of said Springfield Yeoman and assaulted the Body of y<sup>e</sup> said Elijah he then being in the place of y<sup>e</sup> said Lord of y<sup>e</sup> King pulled him out of Bed and him beat and bruised and with force aforesaid carried him away from his



52 his family and him unlawfully imprisoned and restrained of his Liberty for y<sup>e</sup> space of half  
D. Rex { an hour all which is contrary to Law y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown and  
Leonard { Dignity &c which said presentment was made at y<sup>e</sup> last Term of this Court on the second  
Tuesday of November last past and signed with Thomas Foreman  
the said Samuel Reuben and Nathan now come here in y<sup>e</sup> custody of Moses Miller a Deputy  
Sheriff &c and being let to y<sup>e</sup> Bar and put to read and answer to y<sup>e</sup> aforesaid Presentment  
Re they severally plead that they will not contend with y<sup>e</sup> King — the Court now here  
having considered y<sup>e</sup> Offence do Order that y<sup>e</sup> said Samuel Reuben and Nathan severally  
pay a fine of three shillings each to their Majesty &c and Costs of prosecution taxed at  
two pounds and six pence — Standing committed &c

Kellogg { Moses Kellogg of Hadley in y<sup>e</sup> County of Hampshire a free man Appellant Adv. Implem from  
D. Rex { y<sup>e</sup> Judgment of Israel Williams Esq. at about before him on y<sup>e</sup> 8<sup>th</sup> day of January  
1768 at which Court Complaint was made against y<sup>e</sup> said Moses by William Clark of y<sup>e</sup> said  
Hadley a free man for y<sup>e</sup> Lord y<sup>e</sup> King for this viz. that y<sup>e</sup> said Moses at y<sup>e</sup> said Hadley on y<sup>e</sup> 6<sup>th</sup> day  
of January aforesaid y<sup>e</sup> same being a Sabbath or Lord Day and in y<sup>e</sup> forenoon of the same Day  
in y<sup>e</sup> Kings highway there with force and arms made an Assault on y<sup>e</sup> Body of y<sup>e</sup> said  
William then and there being in y<sup>e</sup> peace of God and y<sup>e</sup> said Lord y<sup>e</sup> King and did then and  
there in y<sup>e</sup> Kings highway aforesaid drive a sleigh and two horses upon y<sup>e</sup> said William  
there, and there peaceably walking in y<sup>e</sup> said highway and thereby violently and in a rude  
and Insolent manner thrust y<sup>e</sup> said William out of y<sup>e</sup> path and other enormities then  
and there committed contrary to Law &c and also that y<sup>e</sup> said Moses at Hadley aforesaid and  
in y<sup>e</sup> Common<sup>high</sup> way there in y<sup>e</sup> afternoon of y<sup>e</sup> same sixth Day of January did with force  
and arms as aforesaid make another Assault on y<sup>e</sup> Body of y<sup>e</sup> said William there and  
there being in y<sup>e</sup> peace of God and y<sup>e</sup> said Lord y<sup>e</sup> King and did then and there willfully  
and maliciously and in a furious manner with force and arms as aforesaid drive  
a sleigh and two horses upon y<sup>e</sup> Body of y<sup>e</sup> said William there peaceably walking where  
by y<sup>e</sup> life of y<sup>e</sup> said William was in great danger &c — Process having been issued &c  
and y<sup>e</sup> said Moses being apprehended was had before said Justice — and being put to answer  
&c pleaded that he was not guilty &c After having examined y<sup>e</sup> Witnesses and hearing  
the said Moses It was considered by y<sup>e</sup> said Justice that y<sup>e</sup> said Moses was guilty and  
that for his Offences he should pay a fine of Ten shillings to y<sup>e</sup> Life of y<sup>e</sup> said Lord the  
King and find sureties for y<sup>e</sup> good behaviour till this Term of this Court &c to be held  
here &c and pay Costs of prosecution which by said Justice at said Court was taxed at nine  
teen shillings — from which Judgment of said Justice y<sup>e</sup> said Moses then Appeal to y<sup>e</sup>  
Judgment of this Court now here &c and Recognized as y<sup>e</sup> Law direct &c — and now the  
said Moses comes here and being let to y<sup>e</sup> Bar and put to read and answer to y<sup>e</sup> said Compt  
he now says he will not contend with y<sup>e</sup> King &c — the Court having considered y<sup>e</sup>  
Offence do Order that y<sup>e</sup> said Moses pay a fine of Ten shillings to his Majesty &c  
and Costs of prosecution taxed at One pound fifteen shillings and seven pence — Stand-  
ing committed &c

D. Rex { Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> County of Hampshire do on their Oath present that  
Lucas { John Lucas of Peiriam in said County of Hampshire a free man did a Lamhorst in said County  
on the 6<sup>th</sup> day of February current willingly and willingly hunt and kill one brown  
deer and that y<sup>e</sup> said John then and there had in his possession y<sup>e</sup> raw skin and flesh of  
a brown wild deer killed since y<sup>e</sup> Twenty first Day of December last past contrary to  
the



return of the State of this province in such case made and provided and against the  
rease of Lordy: King his Crown and Dignity which said presentment is now made  
signed by John Pomeroy foreman - The said ~~John~~ now comes here before y<sup>e</sup> Court (being held) { 1<sup>st</sup> Per  
Lucore  
by Recognizance for this purpose) and being put to lead a pleads and says that he is Guil-  
ty - The Court now here having Considered of y<sup>e</sup> Offence do Order that y<sup>e</sup> said ~~John~~ do pay  
a fine of six pounds the One Moiety thereof to be to his Majesty the y<sup>e</sup> other Moiety to y<sup>e</sup> Infor-  
mer (viz John Nash Jun<sup>r</sup> of Amherst) and Costs of prosecution taxed at three pounds three  
shillings and six pence Standing committed -

John Hunt of Northampton Gentleman his Attorney brings his pe- { Hunt  
or  
Northamp-  
ton  
tition here humbly shewing that y<sup>e</sup> said John at said Northampton on y<sup>e</sup> Eleventh Day of <sup>Sept</sup>  
February current thinking himself over Rated to y<sup>e</sup> province tax more than his Reasonable  
proportion with other Abes on y<sup>e</sup> Inhabitants of said Town for y<sup>e</sup> year 1764 y<sup>e</sup> Sum of seven  
shillings <sup>and four pence</sup> then and there made it so appear unto y<sup>e</sup> Justices of said Town for y<sup>e</sup> time then being  
and then and there made application to said Justices that he might be eased of said Sum and  
be released from y<sup>e</sup> payment thereof and the said Justices then and there refused to ease and relieve  
said John of said Sum or any part thereof at which said Refusal your Complainant was  
much aggrieved, and therefore now humbly makes Application to your honours hereby  
craving your honours to rectify y<sup>e</sup> same and grant your Complainant full Relief in the  
premises as is agreeable to y<sup>e</sup> Law of this province in such cases provided - And as in Duty lie -  
The said parties now come here and having agreed that y<sup>e</sup> matter may now be Considered if  
the Court shall please to hear them - And having had a full hearing touching the premi-  
ses - The Court having Considered of y<sup>e</sup> said Complaint and the matters thereof - do Order  
that y<sup>e</sup> Complainant be paid and that he be reimbursed y<sup>e</sup> said Sum of seven shillings &  
four pence out of y<sup>e</sup> Town Treasury of y<sup>e</sup> said Town of Northampton with his Costs  
at six shillings and six pence -

Elizabeth Thwait being called upon y<sup>e</sup> Recognizance entered into at y<sup>e</sup> Last Term for her personal { Knight  
Answerance here at this Term does not come here but makes Default of Appearance - { Def<sup>d</sup>

Come into the Court of y<sup>e</sup> Lord the thing now here  
Elisha Torre civil or a ham in y<sup>e</sup> County of Hampshire Yeoman as principal in y<sup>e</sup> Sum of { Torren  
Puss<sup>d</sup>  
Ten pounds with Tenas Parsons of Springfield in y<sup>e</sup> same County Brick Layer Surety in Ten  
pounds, ~~and they y<sup>e</sup> said Elisha and Tenas~~ Acknowledge themselves to be severally Indebted to y<sup>e</sup>  
Lord y<sup>e</sup> King in y<sup>e</sup> afore said Sums to be levied upon their Good Chattels Lands or Tenements  
and in want thereof upon their Bodies respectively if Default be made in the Condition  
following to wit that y<sup>e</sup> said Elisha do appear at y<sup>e</sup> Next Term of this Court on y<sup>e</sup> first  
Tuesday of May Next then and there to Answer to y<sup>e</sup> Information of y<sup>e</sup> Kings Attorney made  
against him for killing One Grouse with Deers and that then and there abide the Order of  
Court and not Depart without Licence & then this Recognizance to be void otherwise not

James Pitt Gentleman and other Inhabitants of y<sup>e</sup> Town of Springfield in y<sup>e</sup> County of Hampshire { 3<sup>rd</sup> Pitt  
or  
Pitt  
now bring their petition here humbly shewing that it is very necessary for y<sup>e</sup> Common Good of y<sup>e</sup> { Pitt  
People that a highway should be laid out from tenenr Coopers house in y<sup>e</sup> parish of Aga-  
wam Westward near y<sup>e</sup> Meeting house in said parish to feeding Hills Street road and  
from y<sup>e</sup> same Street to a Road lately laid out from Granville to y<sup>e</sup> West part of Suffield near  
the South East Corner of y<sup>e</sup> Town of Springfield and also that a Road be laid from said Coopers  
house down near y<sup>e</sup> school house in said parish and from thence to a place called the point  
at y<sup>e</sup> mouth of Agawam River called an y<sup>e</sup> South side of said River and y<sup>e</sup> said Petitioners  
humbly desire a Committee may be appointed to inspect y<sup>e</sup> lands above mentioned and to



53 Lay out our main Roads as shall appear by Committee to be most for your publick Advantage  
Bliss or { and as in Duty be the petition being read and considered. It is Ordered that Messrs  
Petition Daniel Moody William Eastman, David Nash, Phineas Smith and Eleazer Nash  
all of South Hadley be a Committee to view and Lay out y<sup>e</sup> ways prayd for And y<sup>e</sup>  
said Committee are Ordered to and are Required to make return of their doings in  
the premises to this Court as soon as may be. Order 22<sup>d</sup> Feby 1765

Joseph Lock of Shutesbury in y<sup>e</sup> County of Hampshire is Licensed to sell Tea Coffee and China  
Ware at his house ~~for one year next ensuing~~ ~~at the Court at which~~  
~~such Licenses in ordinary Cases are granted~~. And y<sup>e</sup> said Joseph Recognizes to y<sup>e</sup> King as  
principal in y<sup>e</sup> Sum of £20 with Sureties viz Solomon Boltwood and John Field  
in y<sup>e</sup> Sum of five pounds each to keep and Render y<sup>e</sup> Accounts and pay the Duties y<sup>e</sup>  
Law requires in such Cases

Erza Clark of Northampton is Licensed to keep a ferry at y<sup>e</sup> place called Clark's ferry in said  
Northampton for one year next ensuing - & it is Ordered that y<sup>e</sup> fare for Man and horse  
be y<sup>e</sup> same it has been for y<sup>e</sup> year past - And y<sup>e</sup> said Erza Recognizes to y<sup>e</sup> King in  
in £10 for y<sup>e</sup> faithfull Discharge of his Trust &c

John Thellogg is Licensed to keep a ferry at y<sup>e</sup> usual ferry place at y<sup>e</sup> South End of Had.  
Thellogg } ley for one year next ensuing - And it is Ordered that y<sup>e</sup> fare for Man and horse be  
the same it was last year - And y<sup>e</sup> said John Recognizes to y<sup>e</sup> King in £10 for the  
faithfull Discharge of his place

Stephen Coats is Licensed to keep a ferry at y<sup>e</sup> usual ferry place at Housatonic for one year  
Coats } next ensuing and it is Ordered that y<sup>e</sup> fare for Man and horse be the same as it  
was y<sup>e</sup> last year - the said Stephen Recognizes in £10 for y<sup>e</sup> faithfull Discharge of  
of his place

Edward Walker, Gideon Henderson, and Oliver Coles who Recognized before Josiah Chamney  
Rec'd Dy'd } &c - for y<sup>e</sup> personal Appearance of y<sup>e</sup> said Edward at this Term are Discharged from  
said Recognizance by proclamation by Order of Court &c

The Grand Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for y<sup>e</sup> body of y<sup>e</sup> County of Hampshire doon their  
Bath present Lemuel Lucore of Pelham in y<sup>e</sup> County of Hampshire Yeoman for  
killing one grown wild Deer and having in his possession y<sup>e</sup> raw skin and raw  
flesh of one grown wild Deer contrary to Law &c which said presentment is signed  
by Seth Pomeroy - And Moses Bliss Gentleman Attorney to y<sup>e</sup> Lord y<sup>e</sup> King comes  
here and gives y<sup>e</sup> Court now here to understand that he will not any farther  
prosecute y<sup>e</sup> said Lemuel - And y<sup>e</sup> said Lemuel may Depart without Day &c

Saron Rice Yeoman & Dependence Hayer Yeoman both of Clerkenwell located (and in  
no Town) are now Appointed Deer Reeves for y<sup>e</sup> said place called Charlemont for  
one year next ensuing &c And the Clerk of this Court is ordered to summons the  
said Saron and Dependence to appear &c And take y<sup>e</sup> Bath by Law required in such  
Cases &c - Summons 18<sup>th</sup> of Feby 1765

Benjamin Belding Yeoman and John Sadler Yeoman are by y<sup>e</sup> Court now here ap-  
pointed Deer Reeves of a place called Hunston in y<sup>e</sup> County of Hampshire for one  
year next ensuing &c And the Clerk of this Court is directed to summons the said  
Benjamin and John to appear &c And to take y<sup>e</sup> Bath by Law required &c Summons &c

Isaac Mixer Yeoman and William Miller Yeoman of a place called Murraysfield are now Appointed  
Deer Reeves for said Murraysfield for y<sup>e</sup> year next ensuing &c y<sup>e</sup> Clerk is directed to summons &c to  
appear and take y<sup>e</sup> Bath y<sup>e</sup> Law requires in such Cases Summons &c 18<sup>th</sup> Feby 1765



Pursuant to a Warrant under y<sup>e</sup> hands & Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Wilbraham Wilbraham  
bearing Date the Tenth Day of September Anno Dom<sup>i</sup> 1764 (and now brought here) Debo- Caution  
rah Good, John Fox and Elizabeth. Brought here transient persons were warned on the  
Tenth Day of October Anno Dom<sup>i</sup> 1764 to depart and Leave y<sup>e</sup> said Town of Wilbraham  
by Phillip Lyon & —————

Pursuant to a Warrant under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Westfield Westfield  
now brought here) bearing Date the Tenth Day of December Anno Dom<sup>i</sup> 1764 - ~~Samuel Streeter~~ Caution  
~~and his Wife who came last from~~ <sup>Desire Streeter wife of Sam<sup>l</sup> Streeter</sup> Daniel Ray who came last from  
Hadley, Benjamin Sweeney, <sup>Abigail Sweeney</sup> Marcy Sweeney, Mary Sweeney and Rosanna Violet Sweeney  
who came last from Springfield in Connecticut and William Maddock a transient per-  
son, each of y<sup>e</sup> aforesaid persons were warned to depart and Leave y<sup>e</sup> said Town of West-  
field (except Samuel Streeter who was not warned) by Joseph Moor Constable on the  
twenty Sixth Day of December Anno Dom<sup>i</sup> 1764 & —————

Pursuant to y<sup>e</sup> Directions of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Hatfield by their Warrant under their Hatfield  
hands and Seals bearing Date the Tenth Day of December Anno Dom<sup>i</sup> 1764 (and now brought Caution  
here) John Ellis and Mary his Wife & Cleo Ellis Timothy Ellis John Ellis Phoebe Ellis & Aaron  
Ellis Children of y<sup>e</sup> said John and Mary and Abel Ellis and Lydia Ellis his wife and their Child  
Mary Ellis transient <sup>persons, were warned to depart from said Hatfield</sup> by ~~Abel~~ <sup>Joseph</sup> Constable on y<sup>e</sup> fifteenth Day of December Anno  
Dom<sup>i</sup> 1764 & —————

Pursuant to a Warrant under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Northampton Northampton  
bearing Date y<sup>e</sup> Sixteenth Day of November Anno Dom<sup>i</sup> 1764 (and now brought there) Abigail Hol- Caution  
brook John, Sarah and Ezra Holbrook Minors, Abigail Foster, Savage, Frost, Martha Fox and Pe-  
ter Patterson on y<sup>e</sup> twenty Sixth Day of November Anno Dom<sup>i</sup> 1764 and John Holbrook on y<sup>e</sup>  
first Day of December 1764 and Naomi Phelps on y<sup>e</sup> fifteenth Day of December 1764 were warned  
to Depart from said Town of Northampton by Daniel Clark Constable — and by Virtue  
of y<sup>e</sup> same Warrant Bethiah Squaw, Cyrus Lattimore a free Negro Man and Mary his Wife and  
Constance their Child a Minor and Abigail Aldridge on y<sup>e</sup> Ninth Day of February Anno  
Dom<sup>i</sup> 1764 were warned to depart and Leave y<sup>e</sup> said Town of Northampton by Aaron Wright  
Constable of said Northampton & —————

Pursuant to a Warrant under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of South Hadley bearing Date South Hadley  
the twelfth Day of November Anno Dom<sup>i</sup> 1764 (and now brought here) John Wood on y<sup>e</sup> the Caution  
fifth Day of December Anno Dom<sup>i</sup> 1764 was warned to Depart from and Leave the said  
Town of South Hadley by Thomas Hovey Constable & —————

Pursuant to a Warrant under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of Palmer bearing Date the Nine Palmer  
teenth Day of January Anno Dom<sup>i</sup> 1765 (and now brought here) Caleb Loomis, Abner Loomis Caution  
his Wife Charity Lomis and their Children viz Abner Loomis Jun<sup>r</sup>, Israel Loomis Luthers Lo-  
omis <sup>Benjamin Loomis Ruth his wife & Anna Joseph Levi Eli Tim<sup>r</sup> & Jason their Children Hugh M<sup>r</sup> Capin Edge East & Hannah Hedy</sup> on y<sup>e</sup> twenty fourth Day of January Anno Dom<sup>i</sup> 1765 <sup>Julias</sup>  
were warned to Depart and Leave y<sup>e</sup> said Town of Palmer by James Smith Constable, <sup>Widow</sup> <sup>Bethiaford</sup>

Pursuant to a Warrant under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Spring Springfield  
field bearing Date y<sup>e</sup> <sup>twenty</sup> Sixth Day of December Anno Dom<sup>i</sup> 1764 (and now brought here) Ben- Caution  
ah Free and his wife Hannah Free Caleb Free, John Free, Phoebe Free, Mary Free and Margaret  
Free Children of y<sup>e</sup> said John Free and Hannah his Wife on y<sup>e</sup> twenty eighth Day of Decem-  
ber Anno Dom<sup>i</sup> 1764 were warned to depart and Leave the said Town of Springfield by  
Ariel Collins Constable & —————

Pursuant to a Warrant under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of Sunderland bearing Date y<sup>e</sup> Sunderland  
third Day of October Anno Dom<sup>i</sup> 1764 (and now brought here) Daniel Rolf and Mary Rolf Caution  
his Wife, Abigail Rolf, Enos Adlam Rolf, and Martha Roud on the thirteenth

Sund



154 Day of October Anno Domini 1764 were warned forthwith to depart and leave the  
Sunderland said Town of Sunderland / under y<sup>e</sup> pains and penalties in such Cases by Law pro-  
caution visited by Solomon Gould Constable of said Sunderland

Lyman & Co. } Chinchas Lyman of Hadley in y<sup>e</sup> County of Hampshire one of y<sup>e</sup> Coroners for y<sup>e</sup> said County  
Bullock } who with others brings his Account <sup>here</sup> of Expenses in taking an Inquisition on the body  
of Francis Toward amounting in y<sup>e</sup> whole to three pounds eighteen Shillings, and  
prays that y<sup>e</sup> same may be allowed - the Court having heard and inspected the same  
Account do allow it. And do Order that y<sup>e</sup> Sum of three pounds and eighteen  
Shillings be paid out of y<sup>e</sup> County Treasury of this County of Hampshire to ~~the~~  
~~the several persons named in this Account to each their respective dues as~~  
~~Lyman & Co. & the other mentioned in said Account according to~~  
~~the Sums annexed to their Names as by y<sup>e</sup> said Acct. on file & Order d<sup>d</sup> 25<sup>th</sup> Feb<sup>y</sup> 1765~~

Hitchcock } Mr. Daniel Hitchcock of Northampton has y<sup>e</sup> Licence of y<sup>e</sup> Justices of y<sup>e</sup> Lord y<sup>e</sup> King  
an Attorney } now here present to practice as an Attorney in this Court and is now sworn Agre-  
able to y<sup>e</sup> Statute in this Case made and provided &c

The foregoing Judgments and orders having  
been made and entered up the said Court then  
Adjourned without Day —

At W. Williams Cler











Inferiour  
Court of  
Common  
pleas  
May term  
1765

*Juris forensis*

Jonathan Worthington foreman  
Moses Leonard  
Elijah Hunt  
Elias Sheldon  
Joseph Smith  
Benjamin Laxton  
Noah Dewey  
Samuel Worthington  
Nathaniel Ingram  
Joshua McMaster  
Samuel Nicholl

de Tal. Jones Look in Cases  
Joly de Royen &c.  
Woody vs Montague  
in y<sup>e</sup> Cases Moody vs Montague  
Nathl. Ingram &c  
Ben<sup>a</sup> Laxton were off &c  
Lukie Hitchcock &c  
Nathan Fish both of Greenwich were  
an

Samuel Worthington  
 Nathaniel Ingram  
 Joshua W. Master  
 Samuel Nicholl

Exon Fd - 11<sup>th</sup> July 1708

Lyons  
or  
Downey

The



53. The Defts come here and may obtain Court that they may be allowed their costs in defense  
Cotton & } ing themselves against y<sup>e</sup> said suit of y<sup>e</sup> said John. It is therefore Considered by the j<sup>st</sup>  
us } Court that y<sup>e</sup> said Defts do recover against y<sup>e</sup> said pl<sup>t</sup>s Six pounds four shillings and four  
Gibbs & } pence of Lawfull Money Costs & And they may have their execution thereof &  
Exon<sup>d</sup> 20<sup>th</sup> July 1765

Pomeroy } Ebenezer Pomeroy of Northampton Gentleman & Esther Pomeroy of South Hampton Gentle-  
admr<sup>or</sup> } woman Administrators on y<sup>e</sup> Estate of Oliver Pomeroy late of Northampton Gentleman  
Easton } deced<sup>d</sup> pl<sup>t</sup>s vs James Easton Yeoman Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as heretofore  
recorded) the plaintiffs being three times publickly called to appear are Non suit &  
y<sup>e</sup> def<sup>t</sup> being in like manner called makes default. It is therefore Considered that  
the Case be dismissed &

William } John Willson of Petersham in y<sup>e</sup> County of Worcester Gentleman pl<sup>t</sup> vs Benjamin Cotton Jun<sup>r</sup>  
us } of Springfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea that y<sup>e</sup> said Benja-  
Cotton } min tender his Reasonable Account & (as heretofore Recorded) the parties come here &  
pray this Court that y<sup>e</sup> Case may be Continued under y<sup>e</sup> same Rule as at y<sup>e</sup> last term  
of this Court and it is granted them and y<sup>e</sup> Case is Continued till y<sup>e</sup> Next Term of this  
Court on y<sup>e</sup> Last Tuesday of August next. And y<sup>e</sup> said parties have a Day untill y<sup>e</sup> 2<sup>d</sup>  
Last Tuesday of August &

Fowler } Billed Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Daniel Sitton of Blan-  
us } ford in said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as on record hereto-  
Sitton } fore) the parties now come here - and y<sup>e</sup> Referees heretofore appointed & bring their  
award here in these words that having given Notice to y<sup>e</sup> parties of y<sup>e</sup> time of their  
Meeting Met and having fully heard them in the Case and duly Considered the gene-  
ral pleas and Allegations on do report that y<sup>e</sup> pl<sup>t</sup> do recover against the def<sup>t</sup>  
the sum of three pounds five shillings and one penny Damages without any  
former Cost and that y<sup>e</sup> pl<sup>t</sup> recover against y<sup>e</sup> def<sup>t</sup> Costs of this Reference be-  
ing eighteen shillings - the said Report being read and Considered y<sup>e</sup> same is Accepted  
It is therefore Considered that y<sup>e</sup> said Billed do recover against y<sup>e</sup> said Daniel the  
sum of three pounds five shillings and one penny of Lawfull Money Dama-  
ges and Costs of Arbitration taxed at eighteen shillings of like Money - And he may  
have his execution thereof Exon<sup>d</sup> 1<sup>st</sup> July 1765

Allen } Seymour Allen a Yeoman pl<sup>t</sup> vs Isaac Thibbe Yeoman def<sup>t</sup>. In a plea of Tre<sup>sp</sup> (as  
us } heretofore recorded) and y<sup>e</sup> said Parties come here and y<sup>e</sup> pl<sup>t</sup> pray that y<sup>e</sup> Case may  
Thibbe } be Continued. And y<sup>e</sup> def<sup>t</sup> Consenting it is granted & And the parties have a Day before  
this Court here untill y<sup>e</sup> Next term of this Court on y<sup>e</sup> Last Tuesday of August Next  
And y<sup>e</sup> Case is Continued to that time

Butler } Joseph Butler of Frammingham in y<sup>e</sup> County of Middlesex Gentleman pl<sup>t</sup> vs Ebenezer  
us } Haven of Stockbridge in y<sup>e</sup> County of Berkshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as on  
Haven } record heretofore) the said Joseph by John Wootton Esq<sup>r</sup> his Attorney appears and  
said Ebenezer being three times publickly called to come into this Court nowhere  
makes default of appearance. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup>  
said Joseph do recover against y<sup>e</sup> said Ebenezer two pounds sixteen shillings of Law-  
full Money Damages and five pounds one shilling and three pence of like Mo-  
ney Costs of Suit & And he may have his execution thereof Exon<sup>d</sup> 23<sup>rd</sup> April 1766

Smith } Noah Smith Jun<sup>r</sup> of Hadley in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Josiah Raymond  
us } of y<sup>e</sup> same Hadley Yeoman def<sup>t</sup>. In a plea of Debt & (as on record heretofore) the parties  
Raymond } appear



And Messrs Joseph Frost, Ebenezer Hunt, and William Williams Refuses heretofore Mutual-  
ly chosen by y<sup>e</sup> said Parties to ward and determine in y<sup>e</sup> said action as in all other Demands { Smith  
in Law and in Equity and also in all Controversies subsisting between y<sup>e</sup> said parties { Raymond  
now bring their Award here into this Court and Repose (after hearing the said parties a swell  
by their Council as by themselves that y<sup>e</sup> said Noah do recover against y<sup>e</sup> said Josiah eleven shil-  
lings and three pence two farthings of Lawfull Money Damages and for all Costs and Expens-  
es he has been at in pursuing for his Right and due in y<sup>e</sup> premises, excepting his Legal  
Costs of y<sup>e</sup> Suit upon y<sup>e</sup> said bond that he recover of y<sup>e</sup> said Josiah the further sum of four  
pounds One shilling and five pence two farthings of like Money And also y<sup>e</sup> Costs of y<sup>e</sup>  
said Suit as y<sup>e</sup> same shall be taxed by this Court - the said Report being read and Consider-  
ed is Accepted - It is therefore Considered by the Court now here that the said Noah do  
recover against y<sup>e</sup> said Josiah eleven shillings and three pence two farthings of Lawfull Mo-  
ney Damages and five pound nineteen shillings and two pence two farthings of like Money  
Costs. And he may have his Execution thereof. - Bron 10<sup>th</sup> June 1765

Samuel How of Belcher Town in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Benjamin Smith { How  
of Rutland in y<sup>e</sup> County of Worcester Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case (as heretofore Recorded) { Smith  
the said parties come before the Court now here and pray that they may have leave to submit  
this Case with all other Demands subsisting between them, to y<sup>e</sup> final Award and Determi-  
nation of John Murray Esq<sup>r</sup> Constance Mirlum and Nathaniel Dwight Gentlemen and it is  
granted &c And y<sup>e</sup> aforesaid John, Constance, and Nathaniel are required to hear y<sup>e</sup> said parties  
if they y<sup>e</sup> said parties will in and concerning y<sup>e</sup> premises and to make their Award touch-  
ing same and make Report to this Court at y<sup>e</sup> next term on y<sup>e</sup> last Tuesday of August next  
untill which time y<sup>e</sup> parties have Day &c And y<sup>e</sup> Case is Continued accordingly &c

Thomas Gibbs of Greenwich in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs the Proprietors of y<sup>e</sup> same Green { Gibbs  
wich def<sup>t</sup> In a plea wherein y<sup>e</sup> said Thomas Demands Warranty &c (as heretofore recorded) at y<sup>e</sup> { Proprietors  
last Term of this Court y<sup>e</sup> defendants made default but this Court then not being fully advised { of Greenwich  
how to give Judgment in y<sup>e</sup> premises it was then Ordered that y<sup>e</sup> Case should be Continued till  
this time that this Court now here might be fully advised and satisfied &c It is now Consider-  
ed that y<sup>e</sup> said Def<sup>t</sup> shall Warrant &c

Cornelius Jones of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Samuel Kilborn of { Jones  
Monion in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case (as heretofore ordered &c) The said { or  
Cornelius in his proper person appears and the said Samuel being three times publicly { Kilborn  
called to come into Court now here makes default of appearance &c It is therefore Consider-  
ed by y<sup>e</sup> said Court that y<sup>e</sup> said Cornelius do recover against the said Samuel six pounds ele-  
ven shillings and ten pence three farthings of Lawfull Money Damages And two pounds  
and five pence of like Money Costs &c And he may have his Execution thereof - Bron 30<sup>th</sup> July 1765

Sam Mayhall of South Hadley in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Philip Parsons Mayhall { Parsons  
of Granville in y<sup>e</sup> said County of Hampshire def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John De- { or  
mands against y<sup>e</sup> said Philip three pound and two shillings which y<sup>e</sup> said Philip one { Parsons  
y<sup>e</sup> Nineteenth Day of April last past by his Note for Value received, promysd y<sup>e</sup> said John to pay  
him or his Order on Demand with Interest &c - The said John by John Phelps Gentleman  
his Attorney appears - And the said Philip being three times publicly called to  
come into Court makes default of appearance &c - It is therefore Considered by y<sup>e</sup> Court  
that y<sup>e</sup> said John do recover against y<sup>e</sup> said Philip three pound two shillings and five pence of Law-  
full Money Damages And One pound thirteen shillings and five pence of like Money Costs  
&c And he may have his Execution thereof - Bron 1<sup>st</sup> July 1765



57  
Bagg  
or  
Bagg  
Daniel Bagg Junr: of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> or Moses Bagg  
of y<sup>e</sup> same Westfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Daniel Demands  
against y<sup>e</sup> said Moses fifty two pounds and eight shillings of Lawfull Money which  
the said Moses on y<sup>e</sup> 7<sup>th</sup> Seventh Day of March last past by his Note for Value Received promising  
the said Daniel to pay him or his Order on Demand with Intrest &c. The said Daniel by  
John Phelps Gentleman his Attorney Appears - And the said Moses being three times pub-  
licly called to come into Court makes default of Apperance here - It is therefore Con-  
sidered that y<sup>e</sup> said Daniel do recover against y<sup>e</sup> said Moses fifty two pounds Eight-  
teen shillings and four pence of Lawfull Money Damages And One pound Nine  
shillings and eleven pence of like Money Costs &c And the said Daniel may have  
his Execution thereof - - - - - Exon<sup>d</sup> 14<sup>th</sup> June 1765 -

Shepard  
or  
Seaward  
John Shepard of Westfield in y<sup>e</sup> County of Hampshire <sup>Junr</sup> Yeoman pl<sup>t</sup> or Ebenezer Seaward of  
Granville in said County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands  
against y<sup>e</sup> said Samuel six pounds which y<sup>e</sup> said Samuel on y<sup>e</sup> 22<sup>th</sup> Twentieth Day of March  
Anno Dom<sup>i</sup> 1764 by his Note for Value Received promising y<sup>e</sup> said John to pay him or his  
Order on Demand with Intrest from y<sup>e</sup> Date till paid &c the said John by John Phelps  
Gentleman his Attorney Appears - And y<sup>e</sup> said ~~Samuel~~ <sup>Ebenezer</sup> being three times publicly  
called to come here into this Court &c makes default of Apperance - It is therefore  
Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover against the said ~~Samuel~~  
~~Samuel~~ <sup>Ebenezer</sup> six pounds eight shillings and One penny of Lawfull Money Damages &  
One pound Eleven shillings and seven pence of like Money Costs &c And he may have  
his Execution thereof - - - - - Exon<sup>d</sup> 22<sup>nd</sup> June 1765 -

Allen  
or  
Winchell  
Ezra Allen Junr: of Tyringham in y<sup>e</sup> County of Berkshire Yeoman pl<sup>t</sup> or John  
Winchell of Springfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case  
wherein y<sup>e</sup> said Joseph Demands of y<sup>e</sup> said John four pounds six shillings and  
four pence which y<sup>e</sup> said John on y<sup>e</sup> 7<sup>th</sup> Seventh Day of December Anno Dom<sup>i</sup> in  
1762 by his Note for Value Received promising y<sup>e</sup> said Joseph to pay him within Eight  
Months with Intrest till paid &c the said Joseph by David Ingeroll Gentleman  
his Attorney Appears - And y<sup>e</sup> said John being three times publicly called to come  
into Court makes default of Apperance &c It is therefore Considered that the said  
Joseph do recover against y<sup>e</sup> said John three pounds Eleven shillings and four pence  
of Lawfull Money Damages and One pound Eighteen shillings and five pence of  
like Money Costs &c And he may have his Execution thereof - Ex<sup>d</sup> 11<sup>th</sup> Sep<sup>r</sup>: 1765 -

Parks  
or  
Haines  
Elisha Parks of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> or Samuel  
Haines of y<sup>e</sup> same Westfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Elisha  
Demands against y<sup>e</sup> said Samuel two pounds Eighteen shillings and Eleven pence  
of Lawfull Money which y<sup>e</sup> said Samuel on y<sup>e</sup> 24<sup>th</sup> twenty fourth Day of August  
Anno Dom<sup>i</sup> 1763 by his Note for Value Received promising y<sup>e</sup> said Elisha to pay him  
or his Order on Demand with Intrest &c the said Elisha by David Ingeroll his  
Attorney Appears - And the said Samuel being three times publicly called to come here  
makes default &c It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Elisha  
do recover against the said Samuel three pounds five shillings and One penny two  
farthings of Lawfull Money Damages and One pound Nine shillings and Eleven  
pence of like Lawfull Money and the said Elisha may have his Execution there-  
of &c - - - - - Exon<sup>d</sup> 21<sup>st</sup> Sep<sup>r</sup>: 1765 -



Daniel Sacket of Westfield in County of Hampshire Yeoman pl<sup>t</sup> vs Elijah Rogers of Springfield in said County of Hampshire Yeoman def<sup>t</sup>. In a plea of Case wherein the said Daniel Sacket Demands against y<sup>e</sup> said Elijah eight pounds and four shillings and six pence which y<sup>e</sup> said Elijah on y<sup>e</sup> fourteenth Day of August last past by his Note for Value received promised y<sup>e</sup> said Daniel to pay him on Demand with Int<sup>r</sup>est for y<sup>e</sup> same till paid &c. - The said Daniel by David Ingersoll Gentleman his Attorney appears - And the said Elijah being three times publicly called to come into Court makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Daniel do recover against y<sup>e</sup> said Elijah eight pounds seven shillings and six pence of Lawfull Money Damages and one pound nine shillings and three pence of like Money Costs of Suit and he may have his Execution thereof - Exon J<sup>d</sup> 25<sup>th</sup> Sept<sup>r</sup> 1765

Daniel Granger of Springfield in the County of Hampshire Yeoman pl<sup>t</sup> vs Ahimaaz Barton Granger of Springfield in said County Yeoman def<sup>t</sup>. In a plea of Case for that y<sup>e</sup> said Ahimaaz at y<sup>e</sup> said Springfield afore said on y<sup>e</sup> twenty second Day of March last past by his Note under his hand for Value received promised y<sup>e</sup> said Daniel to pay him the sum of nine pounds four shillings Lawfull Money on Demand with Int<sup>r</sup>est therefor till paid &c. the said Daniel by David Ingersoll Gentleman his Attorney appears - And the said Ahimaaz being three times publicly called to come into Court nowhere, makes default of appearance here - It is therefore considered by y<sup>e</sup> said Court that y<sup>e</sup> said Daniel do recover against y<sup>e</sup> said Ahimaaz nine pounds five shillings and nine pence of Lawfull Money Damages and one pound nine shillings and nine pence of like Money Costs And he may have his Execution thereof - After all which y<sup>e</sup> said Ahimaaz in his proper person comes here and appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September next and Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Ahimaaz prosecuting his appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c.

Eleazer Bart of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Simeon Hall late of Bernardston in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of Case wherein the said Eleazer Demands against y<sup>e</sup> said Simeon fourteen pounds seven shillings and one penny which y<sup>e</sup> said Simeon on the thirtieth Day of July Anno Dom<sup>i</sup> 1762 by his Note for Value received promised y<sup>e</sup> said Eleazer to pay him or his Order on Demand with Int<sup>r</sup>est the said Eleazer by Daniel Jones Gentleman his Attorney appears - And the said Simeon being three times publicly called to come into Court makes default of appearance - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Eleazer do recover against y<sup>e</sup> said Simeon five pounds one shilling and eight pence three farthings of Lawfull Money Damages and one pound eighteen shillings and eleven pence of like Money Costs And he may have his Execution thereof - Exon J<sup>d</sup> 8<sup>th</sup> June 1765

Nathan Hall of Rutland District in the County of Worcester Yeoman pl<sup>t</sup> vs Philip Safford of Northfield in y<sup>e</sup> County of Hampshire Gentleman def<sup>t</sup>. In a plea of Case wherein the said Nathan Demands against y<sup>e</sup> said Philip three pounds eighteen shillings which y<sup>e</sup> said Philip on y<sup>e</sup> third Day of October Anno Dom<sup>i</sup> 1764 by his Note for Value received promised the said Nathan to pay him on Demand with Int<sup>r</sup>est &c. the said Nathan by Daniel Jones Gentleman his Attorney comes here - And the said Philip being three times publicly called &c. makes default of appearance - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Nathan do recover against y<sup>e</sup> said Philip four pounds and eleven pence of Lawfull Money Damages and two pounds eight shillings and seven pence of like Money Costs &c. And he may have his Execution thereof - Exon J<sup>d</sup> 27<sup>th</sup> June 1765



58- William Stevens of Charlestown in y<sup>e</sup> Province of New Hampshire Gentleman pl<sup>t</sup> vs Phillip  
Stevens } Lafford of Northfield in the County of Hampshire Defendant In a plea of Case where-  
us } in y<sup>e</sup> said Willard Demands against y<sup>e</sup> said Phillip seven pounds three shillings and six  
Lafford } pence which y<sup>e</sup> said Phillip on y<sup>e</sup> fifth Day of January Anno Dom<sup>i</sup> 1762 by his  
Note for Value Received promised y<sup>e</sup> said Willard to pay him or his Order on Demand  
with Interest on the said Willard by Daniel Jones Gentleman his Attorney appears  
and y<sup>e</sup> said Phillip being three times publicly called to come into Court makes  
default of appearance here - It is therefore considered by the Court now here  
that y<sup>e</sup> said Willard do recover against y<sup>e</sup> said Phillip six pounds ten shillings and  
five pence one farthing of Lawfull Money Damages and three pounds three  
shillings and seven pence of like Money Costs of Court - And he may have his  
Execution thereof -

Paul Rice of Charlemonk called in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs John King-  
ley of same Charlemonk Yeoman def<sup>t</sup> In a plea of Case wherein the said Paul Demands  
of y<sup>e</sup> said John twenty three pounds which y<sup>e</sup> said John by his Note for Value Received  
promised on y<sup>e</sup> third Day of September Anno Dom<sup>i</sup> 1762 to pay him at or before the  
first Day of May Anno Dom<sup>i</sup> 1765 with Interest on the said Paul by Daniel Jones  
Gentleman his Attorney appears - and y<sup>e</sup> said John being three times publicly cal-  
led to come into Court makes default of appearance here - It is therefore considered by  
the Court that y<sup>e</sup> said Paul do recover against y<sup>e</sup> said John twenty five pounds and  
seven pence two farthings of Lawfull Money Damages and two pounds ten shillings &  
nine pence of like Money Costs and he may have Execution thereon 15<sup>th</sup> July 1765

Benjamin Bellows of Walpole in y<sup>e</sup> Province of New Hampshire Esq<sup>r</sup> pl<sup>t</sup> vs James Rosebrooke  
of South Brimfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of Case for  
Rosebrooke } for that said James at Springfield aforesaid on y<sup>e</sup> thirtieth Day of January Anno Dom<sup>i</sup>  
1763 by his Note of that Date for Value Received promised one Oliver Willard to pay to him  
or Order fifteen pounds Sterling Money of Great Britain (which is equal in Value  
to twenty pounds Lawfull Money of y<sup>e</sup> Province of y<sup>e</sup> Massachusetts Bay) at or before  
the first Day of September then next ensuing y<sup>e</sup> Date of said Note with Interest for the  
same untill paid - And after y<sup>e</sup> Date of said Note viz on y<sup>e</sup> first Day of February 1763  
no part of said Note being paid said Oliver by his Indorsement on y<sup>e</sup> back of said Note  
in writing with his own proper hand subscribed Ordered y<sup>e</sup> payment of y<sup>e</sup> Contents  
of said Note then wholly unpaid to be paid to y<sup>e</sup> plaintiff according to y<sup>e</sup> Tenor of said Note  
of all which said James then and there Instantly had Notice and so became liable to pay the  
same to y<sup>e</sup> pl<sup>t</sup> according to y<sup>e</sup> Tenor of said Note and the said James then and there promised  
y<sup>e</sup> pl<sup>t</sup> to pay him y<sup>e</sup> same according to y<sup>e</sup> Tenor of said Note & the said Benjamin by  
Daniel Jones Gentleman his Attorney appears - And y<sup>e</sup> said James being three times  
publicly called to come into Court makes default of appearance it is therefore con-  
sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Benjamin do recover against y<sup>e</sup> said James  
thirteen pounds and four pence two farthings of Lawfull Money Damages and two  
pounds seventeen shillings and three pence of like Money Costs & he may have  
his Execution & afterwards now at this same term y<sup>e</sup> said James by Timothy Danielson  
comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judica-  
ture to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth  
Tuesday of September next. And Recognizes with Sureties as y<sup>e</sup> Law directs for the said  
James prosecuting y<sup>e</sup> Appeal with effect as by said Recognizance on file appears -



William Scott of Palmer in y<sup>e</sup> County of Hampshire Gentleman plt: vs Moses Barker of Cott  
Ware in y<sup>e</sup> said County Yeoman def: In a plea of y<sup>e</sup> Case wherein the said William }  
Demands against y<sup>e</sup> said Moses two pounds fourteen shillings and six pence which }  
the said Moses on y<sup>e</sup> sixteenth Day of August Anno Dom 1764 by his Note for Value received }  
promised y<sup>e</sup> said William to pay him or his Order on Demand with Interest on the said Wil- }  
liam <sup>by John A. Bliss, Esq. Attorney</sup> ~~in his proper person~~ appears - And y<sup>e</sup> said Moses being three times publicly cal-  
led to come into Court makes Default of appearance here - It is therefore Considered by  
the Court now here that y<sup>e</sup> said William do recover against y<sup>e</sup> said Moses two pounds  
fourteen shillings and ten pence one farthing of Lawfull Money Damages - And one  
pound fourteen shillings and one penny of like Money Costs of Suit & And he may  
have his Execution thereof - Exon Id<sup>o</sup> 6<sup>th</sup> August 1765

William Scott of Palmer in y<sup>e</sup> County of Hampshire Gentleman plt: vs John Rich of Worcester. Dem  
in y<sup>e</sup> County of Worcester Husbandman def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said William }  
Demands against y<sup>e</sup> said John six pounds and two shillings which y<sup>e</sup> said John on the four }  
teenth Day of January Last past by his Note for Value received promised to pay to one John }  
Simmer or his Order within three Months <sup>with interest</sup> which said Note y<sup>e</sup> said John last mentioned }  
indorsed over to y<sup>e</sup> said William & the said William <sup>by Jonathan Bliss Esq. his Attorney</sup> ~~in his proper person~~ appears and  
the said John Rich being three times publicly called to come into Court makes default  
of appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William  
do recover against y<sup>e</sup> said John Rich five pounds ten shillings and seven pence two far-  
things of Lawfull Money Damages And one pound fourteen shillings and five pence  
of like Money Costs of Court - And he may have Execution - Exon Id<sup>o</sup> 6<sup>th</sup> August 1765

Thomas Bromfield of Boston in y<sup>e</sup> County of Suffolk Merchant plt: vs Ebenezer Bishop Bromfield  
of South Brimfield in y<sup>e</sup> County of Hampshire Yeoman def: In a plea of y<sup>e</sup> Case for that }  
the said Ebenezer at Springfield aforesaid on the thirty first Day of July Last past by one }  
Note under his hand due executed for Value received promised y<sup>e</sup> said Thomas to pay }  
him or Order four pound fifteen shillings and one penny Money on Demand with In- }  
terest till paid - which he has not done & to y<sup>e</sup> Damage of the said Thomas as he faith }  
five pounds - the said Thomas by Jonathan Bliss Gentleman his Attorney appears }  
and y<sup>e</sup> said Ebenezer being three times publicly called to come into Court makes default }  
of appearance here - It is therefore Considered by y<sup>e</sup> Court now here that the said Thomas }  
do recover against y<sup>e</sup> said Ebenezer four pounds Nineteen shillings and nine pence three }  
farthings of Lawfull Money Damages and three pounds and five pence of like Money }  
Costs of Suit & And he may have his Execution thereof - After all which at this }  
Term y<sup>e</sup> said Ebenezer by Cornelius Jones Gentleman his Attorney comes here and Ap- }  
peals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden }  
at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of Sep- }  
tember next - And Recognizes with Sureties as y<sup>e</sup> Law Directs for y<sup>e</sup> said Ebenezer's }  
prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears -

Daniel Lamb of Wilbraham in y<sup>e</sup> County of Hampshire Yeoman plt: vs William }  
Shaw of Palmer in said County Yeoman def: In a plea of y<sup>e</sup> Case wherein the said }  
Daniel Demands of y<sup>e</sup> said William two pounds thirteen shillings and four pence which y<sup>e</sup> }  
said William on y<sup>e</sup> twenty seventh Day of November Anno Dom 1764 by his }  
Note for Value received promised y<sup>e</sup> said Daniel to pay him within one Month from y<sup>e</sup> date -



59  
Lamb  
or  
Shaw  
Daniel vs Jonathan - Plt Gentleman his Attorney appears and the said William being three times publickly called to come into Court makes default of appearance here It is therefore Considered by the Court that y<sup>e</sup> said Daniel do recover against the said William two pounds thirteen shillings and four pence of Lawfull Money Damage and One pound twelve shillings of like Money Costs of Suit & he may have his Execution thereof - - - Exon Id 1<sup>st</sup> May 1766

Phillips  
vs  
Loomis  
Simeon Phillips of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Jonathan Loomis of same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Jonathan at said Springfield on y<sup>e</sup> twenty fifth Day of February 1765 by One Note under his hand duly executed of that Date for Value received then and there promised y<sup>e</sup> said Simeon to pay him the sum of Eleven pounds Nine shillings and six pence Lawfull Money to be paid y<sup>e</sup> first Day of May then next after said Date with Interest; but he has not so For Damage of y<sup>e</sup> said Simeon fourteen pounds - the said Simeon by Cornelius Jones Gentleman his Attorney appears - And y<sup>e</sup> said Jonathan being three times publickly called to come into Court nowhere makes default of appearance It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Simeon do recover against y<sup>e</sup> said Jonathan Eleven pounds twelve shillings and eight pence three farthings of Lawfull Money Damages and One pound seven shillings and nine pence of like Money Costs of Court And he may have his Execution thereof - After all which now at this term y<sup>e</sup> said Jonathan by himself in his proper person comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September next and Recognizes with Sureties as y<sup>e</sup> Law directs for prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears

Phillips  
vs  
Phelps  
George Phillips of Middletown in y<sup>e</sup> County of Hartford and Colony of Connecticut Trader pl<sup>t</sup> vs Jonathan Phelps of Northampton in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands against y<sup>e</sup> said Jonathan twenty seven pounds which y<sup>e</sup> said Jonathan on y<sup>e</sup> thirteenth Day of June last past by his Note for Value received promised y<sup>e</sup> said George on Demand with Interest & the said George by Olisha Potter Gentleman his Attorney appears And y<sup>e</sup> said Jonathan being three times publickly called to come into Court makes default of appearance here It is therefore Considered by y<sup>e</sup> Court nowhere that y<sup>e</sup> said George do recover against y<sup>e</sup> said Jonathan twenty eight pounds ten shillings and nine pence of Lawfull Money Damages and two pounds two shillings and one penny of like Money Costs of Suit - - - And y<sup>e</sup> said George may have his Execution thereof - - - Exon Id 30<sup>th</sup> May 1765

Warner  
vs  
Phelps  
Jonathan Warner of Hadley in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Jonathan Phelps of Northampton in y<sup>e</sup> same County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Warner Demands of y<sup>e</sup> said Jonathan Phelps sixteen pounds Lawfull Money which y<sup>e</sup> said Jonathan Phelps owed him on y<sup>e</sup> first Day of December last past and on y<sup>e</sup> same first Day of December promised to pay him y<sup>e</sup> said Jonathan Warner on Demand for a horse before y<sup>e</sup> said first Day of December sold and delivered to y<sup>e</sup> said Jonathan Phelps by y<sup>e</sup> said Jonathan Warner & the pl<sup>t</sup> appears by Olisha Potter Gentleman his Attorney & y<sup>e</sup> def<sup>t</sup> being three times publickly called makes default & It is therefore Considered that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> sixteen pounds Damages and Costs of Court paid & One pound fourteen shillings and seven pence and he may have Execution - - - Exon Id 30<sup>th</sup> May 1765



Clearer Porter of Hadley in y<sup>e</sup> County of Hampshire Esq. pl<sup>t</sup> vs Noadiah Lewis of Amherst in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for y<sup>e</sup> said Noadiah at said Hadley on y<sup>e</sup> twenty seventh Day of June last past by his Note of that Date for Value received, promised y<sup>e</sup> pl<sup>t</sup> to pay him y<sup>e</sup> sum of twelve pounds twelve shillings and eight pence Lawfull Money on Demand with y<sup>e</sup> Lawfull Intrest for y<sup>e</sup> same sum untill paid - And also for that where y<sup>e</sup> said Noadiah at said Hadley on y<sup>e</sup> first Day of January last past was by y<sup>e</sup> pl<sup>t</sup> Indebted to y<sup>e</sup> pl<sup>t</sup> in y<sup>e</sup> sum of four pounds eleven shillings Lawfull Money for divers Goods Wares & Merchandises before that time thereof and Delivered by y<sup>e</sup> def<sup>t</sup> at his y<sup>e</sup> def<sup>t</sup> special Instance and request he y<sup>e</sup> said Noadiah then and there in Consideration thereof promised y<sup>e</sup> pl<sup>t</sup> to pay him y<sup>e</sup> same on Demand - but y<sup>e</sup> def<sup>t</sup> though often Requested hath never performed either of his said promises but Neglects it - by y<sup>e</sup> Damage of y<sup>e</sup> said Clearer Twenty pounds & the pl<sup>t</sup> by Eliza Potter Gentleman his Attorney Appears - And y<sup>e</sup> def<sup>t</sup> being three times publickly called to come into Court makes default of Appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> sixteen pounds seventeen shillings and five pence of Lawfull Money Damages and one pound fifteen shillings and five pence of like Money Costs of Suit and he may have his Execution thereof - After all which y<sup>e</sup> def<sup>t</sup> by Lincoln Strong Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court by Superior Court <sup>of Judicature</sup> to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth Tuesday of September next - And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> def<sup>t</sup> prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file Appears -

Clearer Burt of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Peter Marshall late of Sunderland in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Clearer demands against y<sup>e</sup> said Peter two pounds two shillings and ten pence which the said Peter on the thirtieth Day of January Anno Dom 1763 by his Note for Value received promised y<sup>e</sup> said Clearer to pay him on Demand with Intrest on the said Clearer by Eliza Potter Gentleman his Attorney Appears - And y<sup>e</sup> said Peter being three times publickly called to come into Court makes default of Appearance - It is therefore Considered that y<sup>e</sup> said Clearer do recover against the said Peter two pounds eight shillings and eight pence of Lawfull Money Damages and one pound sixteen shillings and seven pence of like Money Costs of Court and he may have his Execution thereof - - - - - Done 30<sup>th</sup> May 1765

Rowell Hopkins Esq. and Michael Hopkins Gentleman both of America precinct in Dutchess County in y<sup>e</sup> Province of New York pl<sup>t</sup> vs Elzathan Smith of Granville in y<sup>e</sup> County of Hampshire Yeoman In a plea of y<sup>e</sup> Case for that said Elzathan at said Springfield on y<sup>e</sup> second Day of November Anno Dom 1761 by his Note of that Date for Value received promised y<sup>e</sup> said Rowell and Michael to pay them or their Order y<sup>e</sup> sum of fourteen pounds fifteen shillings on or before y<sup>e</sup> first Day of January then next ensuing y<sup>e</sup> Date of said Note with Intrest till paid - And also for that y<sup>e</sup> said Elzathan at said Springfield afterwards viz on y<sup>e</sup> sixth Day of February Anno Dom 1762 by his other Note of that Date for Value received promised y<sup>e</sup> said Rowell and Michael to pay them one other sum of seven pounds ten shillings (meaning New York Money & is equal to five pounds twelve shillings and six pence Lawfull Money of this Province) on Demand with Lawfull Intrest till paid - but y<sup>e</sup> said Elzathan hath never performed either of his said promises - The pl<sup>t</sup> by Mark Hopkins Gentleman their Attorney Appears - And the def<sup>t</sup> being three times publickly called to come into Court makes default of Appearance here - It is therefore Considered by the Court now here that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> def<sup>t</sup> eighteen pounds thirteen shillings and one penny three farthings of Lawfull Money Damages and



90 two pounds fourteen shillings and one penny of like Money Costs of Suit And they may have  
Hopkins their Execution thereof After all which now at this Term y<sup>d</sup> said Nathaniel by Cornelius  
Smith } ones gentleman comes here and appears from y<sup>d</sup> Judgment of this Court by Superior  
Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on  
the fourth Tuesday of September Next and he Recognizes with Sureties as the Law directs  
for y<sup>d</sup> said Nathaniel prosecuting his Appeal with Effect as by y<sup>d</sup> said Recognizance on  
file appears —

Peramma } Cesar Peramma of Heffield in y<sup>e</sup> County of Berksshire Yeoman pl<sup>t</sup> vs Daniel Noble, of  
Westfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>d</sup> said Cesar  
Demands of y<sup>d</sup> said Daniel two pounds Eleven shillings and Nine pence two farthings  
which y<sup>d</sup> said Daniel on y<sup>d</sup> sixteenth Day of August Anno Dom 1762 by his Note for Value  
Received promises y<sup>d</sup> said Cesar to pay him on Demand with Interest &c — the said Cesar  
by Mark Hopkins Esq<sup>r</sup> his Attorney appears — And y<sup>d</sup> said Daniel being three times  
publicly called does not come here but makes default — It is therefore Considered  
that y<sup>d</sup> said Cesar do recover against y<sup>d</sup> said Daniel three pounds and two pence of Law  
full Money Damages and two pounds three shillings and one penny Costs of Suit  
and he may have his Execution thereof — Exon Ad 26<sup>th</sup> Oct 1765 —

Chamberlain } John Chamberlain of New Britain in America Precinct in Dutchess County in y<sup>e</sup> province of  
New York Shipman pl<sup>t</sup> vs Simeon Bacon of Ware in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>  
Bacon } In a plea of y<sup>e</sup> Case wherein y<sup>d</sup> said John Demands eight pounds four shillings and  
y<sup>d</sup> said Simeon on y<sup>d</sup> eighth Day of May Anno Dom 1762 by his Note for Value Received  
promises y<sup>d</sup> said John to pay him by y<sup>d</sup> first Day of November then Next ensuing with  
Interest &c the said John by Mark Hopkins Esq<sup>r</sup> his Attorney appears — And y<sup>d</sup> said  
Simeon being three times publicly called to come into Court now here makes default  
of appearance — It is therefore Considered that y<sup>d</sup> said John do recover against the said  
Simeon seven pounds four shillings & one penny two farthings of Lawfull Money Da  
mages and two pounds fourteen shillings and five pence of like Money Costs of  
Court And he may have his Execution thereof — Exon Ad 8<sup>th</sup> June 1765 —

Norton } Jonathan Norton of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Blispha Thing of  
Thing } of Hadley in y<sup>e</sup> County of said Yeoman def<sup>t</sup> In a plea of Debt wherein the said Jona  
than Demands eighteen pounds of y<sup>d</sup> said Blispha which y<sup>d</sup> said Blispha on the fourth Day  
of August last by his bond bound himself to pay to y<sup>d</sup> said Jonathan on Demand & the said  
Jonathan by John Wootton Esq<sup>r</sup> his Attorney appears — And y<sup>d</sup> said Blispha being three  
times publicly called to come into Court makes default of appearance here It is there  
fore Considered by y<sup>e</sup> Court now here that y<sup>d</sup> said Jonathan do recover against the said  
Blispha Nine pounds six shillings and two pence Lawfull Money Debt being the Chan  
cery of y<sup>e</sup> bond in Equity and One pound fourteen shillings of like Money Costs &c  
& he may have his Execution &c — Exon Ad 27<sup>th</sup> July 1765 —

Dickinson } James Dickinson of Palmer in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs John Cumins tanner  
Pepper } Joseph Pepper Yeoman and Jacob Pepper Yeoman all of New Brantree in y<sup>e</sup> County of  
Worcester def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>d</sup> pl<sup>t</sup> Demands against y<sup>d</sup> def<sup>t</sup> ten pounds  
three shillings and three pence three farthings which y<sup>d</sup> def<sup>t</sup> on y<sup>d</sup> Nineteenth Day of  
February Anno Dom 1760 by their Note for Value received promises one John Waffon to  
pay him or his Order on one year <sup>with Interest</sup> which said Note y<sup>d</sup> said John Indorsed over to y<sup>d</sup> pl<sup>t</sup>  
the pl<sup>t</sup> by John Wootton Esq<sup>r</sup> appears And y<sup>d</sup> said Joseph and Jacob two of y<sup>e</sup> def<sup>t</sup>



upon whom y<sup>e</sup> p<sup>l</sup>ts writ was served? being three times publickly called to come into Court {  
make Default of appearance here. It is therefore considered by y<sup>e</sup> Court now here that the p<sup>l</sup>t {  
to recover against y<sup>e</sup> said Joseph and Jacob thirteen pounds seven shillings and seven pence {  
of Lawfull Money Damages and One pound fifteen shillings and Nine pence of like Money Costs {  
and he may have his Execution thereof. --- Exon. 5<sup>th</sup> 25<sup>th</sup> April 1766

James Mirish of Monson in y<sup>e</sup> County of Hampshire Gentleman p<sup>l</sup>t or Noah Sabin of y<sup>e</sup> same {  
Monson Husbandman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> def<sup>t</sup> at Monson aforesaid on the Nine {  
teenth Day of November 1764 by One Note under his hand Duly Executed for Value received {  
promised y<sup>e</sup> p<sup>l</sup>t to pay him Ten pounds six shillings and two pence Money on Demand with {  
Interest till paid. yet y<sup>e</sup> Def<sup>t</sup> tho<sup>t</sup> often requested hath never fulfilled his said promise but Neglects {  
to do so. For Damage of y<sup>e</sup> said James Eleven pounds. the said James by John Wottingham {  
his Attorney appears. And y<sup>e</sup> said Noah being three times publickly called to come into {  
Court makes default of appearance here. It is therefore considered by y<sup>e</sup> Court now here {  
that y<sup>e</sup> said James do recover against y<sup>e</sup> said Noah ten pounds thirteen and two pence of {  
Lawfull Money Damages and one pound twelve shillings and Nine pence of like Money {  
Costs of Court. And he may have his Execution thereof. After all which now at this Term {  
y<sup>e</sup> said Noah by Timothy Danielson Gentleman his Attorney comes here and Appeals from {  
y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield {  
within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and Re- {  
cognizes with Duties as y<sup>e</sup> Law directs for y<sup>e</sup> said Noahs prosecuting y<sup>e</sup> Appeal with Effect {  
as by y<sup>e</sup> said Recognizance on file appears. ---

Deane of Weatherfield in y<sup>e</sup> County of Hartford and Colony of Connecticut Gentleman p<sup>l</sup>t. Deane {  
or Jonathan Phelps of Northampton in y<sup>e</sup> County of Hampshire Gentleman def<sup>t</sup> In a plea of {  
the Case wherein y<sup>e</sup> said Silas Demands against y<sup>e</sup> said Jonathan Ten pounds four shillings and {  
three pence which y<sup>e</sup> said Jonathan on y<sup>e</sup> fourth Day of January Ann<sup>o</sup> Dom 1764 by his {  
Note for Value Received promised y<sup>e</sup> said Silas to pay him on Demand with Interest &c {  
the said Silas by John Phelps Gentleman his Attorney appears and y<sup>e</sup> said Jonathan being {  
three times publickly called to come into Court makes Default of appearance here. It {  
is therefore considered that y<sup>e</sup> said Silas do recover against y<sup>e</sup> said Jonathan Eleven {  
pounds One shilling and three pence of Lawfull Money Damages and One pound eight {  
shillings and four pence of like Money Costs of Court. And he may have his Ex- {  
ecution thereof against y<sup>e</sup> said Jonathan. --- Exon. 5<sup>th</sup> 8<sup>th</sup> June 1765

Nathaniel Phelps of Northampton in y<sup>e</sup> County of Hampshire Shopkeeper p<sup>l</sup>t or Jonathan Phelps {  
than Phelps of y<sup>e</sup> same Northampton Gentleman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said {  
Nathaniel Demands against y<sup>e</sup> said Jonathan four pounds which y<sup>e</sup> said Jonathan on {  
y<sup>e</sup> Twelfth Day of September last past by his Note for Value Received promised y<sup>e</sup> said Na- {  
thaniel to pay him on Demand with Interest &c the said Nathaniel by John Phelps {  
Gentleman his Attorney appears. And y<sup>e</sup> said Jonathan being three times pub- {  
lickly called to come into Court makes default of appearance. It is therefore con- {  
sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Nathaniel do recover against y<sup>e</sup> said Jonathan {  
four pounds three shillings and four pence two farthings of Lawfull Money Damages {  
and One pound fourteen shillings and seven pence of like Money Cost of Suit. And he {  
may have his Execution thereof. --- Exon. 5<sup>th</sup> 8<sup>th</sup> June 1765

Samuel Faliott of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut p<sup>l</sup>t or Faliott Esq<sup>r</sup> {  
John Spelman of Granville in y<sup>e</sup> County of Hampshire Gentleman def<sup>t</sup> In a plea of {  
y<sup>e</sup> Case for that y<sup>e</sup> said John Spelman at Westfield in said County of Hampshire on {  
the



61 The fifth Day of February Anno Dom 1764 by his Note of that Date for Value Received  
Salcott vs Spelman with one Thomas Goff jointly and severally promised y<sup>e</sup> said Samuel Salcott to pay to him  
or Order y<sup>e</sup> Sum of Twenty Nine pounds and Ninety shillings Lawfull Money on or  
before y<sup>e</sup> first Day of December then Next following y<sup>e</sup> Date of said Note with y<sup>e</sup> Lawfull  
Interest thereof till paid - yet y<sup>e</sup> said John and Thomas or either of them tho<sup>t</sup> often there  
to requested have never paid y<sup>e</sup> same sum aforesaid or any penny thereof or any part  
of y<sup>e</sup> Interest on said Note but hitherto have denied and still do deny to do it. So the  
Damage of y<sup>e</sup> said Samuel Salcott forty Pounds - the said Samuel by John Phelps  
Gentleman his Attorney appears - and y<sup>e</sup> said John Spelman being three times publicly  
called to come into Court makes default of appearance here - It is therefore Considered  
by y<sup>e</sup> Court that y<sup>e</sup> said Samuel Salcott do recover against y<sup>e</sup> said John Spelman thirty  
two pounds and four shillings of Lawfull Money Damages and One pound seven  
teen shillings and two pence Costs of Suit - And he may have his Execution thereof  
after all which at this term y<sup>e</sup> said John Spelman by John Worthington Esq<sup>r</sup> his Attor  
ney comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court  
of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire  
on y<sup>e</sup> fourth Tuesday of September Next and Recognizes with Sureties as y<sup>e</sup> Law directs  
for y<sup>e</sup> said John Spelman prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance  
on file appears -

Fowler vs Torrey Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Josiah Torrey of  
South Hampton in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein  
the said Biddad Demands against y<sup>e</sup> said Josiah four pounds thirteen shillings and  
five pence which y<sup>e</sup> said Josiah on y<sup>e</sup> seventh Day of August Anno Dom 1764 by  
his Note for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with  
Interest on the said Biddad by John Phelps Gentleman his Attorney appears &  
the said Josiah being three times publicly called to come into Court makes Default  
of appearance here - It is therefore Considered by y<sup>e</sup> Court now here that the  
said Biddad do recover against y<sup>e</sup> said Josiah four pounds seventeen shillings and  
ten pence two farthings of Lawfull Money Damages and One pound eleven shillings  
and three pence Costs of Suit And he may have his Execution thereof - Done June 1765 -

Fowler vs Pomeroy Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Aaron Pomeroy of  
South Hampton in y<sup>e</sup> same County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case where  
in y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said Aaron five pounds six shillings and two pence  
two farthings which y<sup>e</sup> said Aaron on y<sup>e</sup> third Day of August Anno Dom 1764 by his Note  
for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest on the  
said Biddad by John Phelps Gentleman his Attorney appears - And y<sup>e</sup> said Aaron being three  
times publicly called to come into Court makes Default of appearance here - It is there  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against the said  
Aaron five pounds eleven shillings and four pence of Lawfull Money Damages and  
and one pound eleven shillings and five pence of like Money Costs of Court And he  
may have his Execution thereof - Done June 1765 -

Fowler vs Pomeroy Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Caleb Pomeroy of South  
Hampton in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the  
the said Biddad Demands of y<sup>e</sup> said Caleb three pounds Ten shillings which the said  
Caleb







33  
Jley Phelps } by Simeon Strong Gentleman his Attorney appears And y<sup>e</sup> said Jonathan being three times publickly called to come into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William do recover against the said Jonathan thirty seven pounds fifteen shillings and one penny of Lawfull Money Damages and one pound seventeen shillings and seven pence of like Money Costs of suit and he may have his execution thereof. Given 20<sup>th</sup> May 1765

Billing or Phelps } David Billing of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jonathan Phelps of Northampton in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said David demands of y<sup>e</sup> said Jonathan eleven pound seven shillings which the said Jonathan on y<sup>e</sup> second Day of February Anno Dom<sup>i</sup> 1762 by his Note for Value received promised y<sup>e</sup> said David to pay him on Demand with Interest &c the said David by Simeon Strong Gentleman his Attorney appears. And y<sup>e</sup> said Jonathan being three times publickly called to come into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said David do recover against y<sup>e</sup> said Jonathan thirteen pound eleven shillings & eleven pence of Lawfull Money Damages and Costs of Court paid at one pound fifteen shillings and four pence of like Money and he may have his execution thereof. Given 20<sup>th</sup> May 1766

Moody or Montague } Noah Moody of South Hadley in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Josiah Montague of same South Hadley Yeoman def<sup>t</sup>. In a plea of Trespas wherein said Noah complains that y<sup>e</sup> said Josiah on y<sup>e</sup> eighth Day of April last past at South Hadley aforesaid with force and Arms the said Noahs Saddle of y<sup>e</sup> Value of forty shillings found at South Hadley aforesaid took and carried away and many other Outrages on the said Noah then and there committed Contrary to Law and y<sup>e</sup> Kings peace and to y<sup>e</sup> Damage of y<sup>e</sup> said Noah four pounds. The said Noah by Simeon Strong Gentleman his Attorney appears. And y<sup>e</sup> said Josiah by John Worthington Esq<sup>r</sup> his Attorney comes & defends &c and refusing to himself Liberty & giving any special Matter in Evidence under y<sup>e</sup> General Issue now pleads and says that he is not guilty in Manner and form as y<sup>e</sup> pl<sup>t</sup> in his Declaration has Alledged and thereof puts himself on y<sup>e</sup> County. The pl<sup>t</sup> Consenting likewise &c After a full hearing of y<sup>e</sup> parties by their said Attorneys Council Learned in y<sup>e</sup> Law y<sup>e</sup> Case was committed to y<sup>e</sup> Jury Mr. Jonathan Worthington foreman and his fellows who return their Verdict therein and on their Oath say that they find for y<sup>e</sup> pl<sup>t</sup> two pounds and five shillings Damages and Cost of Court. It is therefore Considered by the Court now here that y<sup>e</sup> said Noah do Recover against the said Josiah two pounds and five shillings of Lawfull Money Damages and three pounds five shillings and six pence of like Money Costs of suit. And he may have his execution thereof. The said Josiah by his said Attorney appeals from the Judgments of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on y<sup>e</sup> fourth Tuesday of September next, and Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Josiah prosecuting the Appeal with Effect as by the said Recognizance on file appears.

Wilder or Child } Silas Wilder of Shutebury in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Timothy Childs of Greenfield in y<sup>e</sup> said County of Hampshire Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Silas demands of y<sup>e</sup> said Timothy two pounds one shilling and four pence which the said Timothy on y<sup>e</sup> tenth Day of January Anno Dom<sup>i</sup> 1765 by his Note for Value received



promised y<sup>e</sup> said Silent to pay him on Demand with Interest on the said Silent by Simon Wilde  
Strong Gentleman his Attorney appears And the said Timothy being three times publickly  
called to come into Court makes Default of appearance here - It is therefore Considered by  
the Court now here that y<sup>e</sup> said Silent do recover against y<sup>e</sup> said Timothy two pounds two  
shillings and three pence of Lawfull Money Damages and One pound fifteen shillings & three pence  
of like Money Costs of Suit and he may have his Execution - Exon. 24<sup>th</sup> July 1765

Joseph Ciam or Montague in y<sup>e</sup> County of Hampshire from an p<sup>l</sup>t<sup>r</sup> vs Samuel Henry of Hutterbury  
in y<sup>e</sup> same County of Hampshire def<sup>r</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demand of  
the said Samuel two pounds thirteen shillings and four pence for two thousand feet of nine  
boards which y<sup>e</sup> said Samuel on y<sup>e</sup> Eighteenth Day of October Anno Dom 1763 by his Note for  
Value received promised y<sup>e</sup> said Joseph to pay him by y<sup>e</sup> Middle of May then Next & the said Joseph  
by Simon Strong Gentleman his Attorney appears And y<sup>e</sup> said Samuel being three times pub-  
lickly called to come into Court makes default of appearance here - It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Samuel two pounds thir-  
teen shillings and four pence of Lawfull Money Damages and Costs of prosecution paid  
at two pounds and five pence of like Lawfull Money & they may have Execution - Exon. 13<sup>th</sup> July 1765

Joseph Billing from an p<sup>l</sup>t<sup>r</sup> vs Samuel Bridget Phipps both of Sunderland in y<sup>e</sup> County of Hampshire  
p<sup>l</sup>t<sup>r</sup> vs Joseph Lock of Hutterbury in y<sup>e</sup> same County of Hampshire from an def<sup>r</sup> In a plea  
of y<sup>e</sup> Case for that y<sup>e</sup> said Joseph at said Sunderland on y<sup>e</sup> Sixth Day of February 1765 by  
his Note of that Date for Value received promised y<sup>e</sup> p<sup>l</sup>t<sup>r</sup> to pay them twelve pounds fourteen  
shillings and seven pence on Demand with Interest till paid, yet y<sup>e</sup> said Joseph through request  
of the said Samuel has not paid said sum but Neglects to do so - For Damage of y<sup>e</sup> p<sup>l</sup>t<sup>r</sup> Eighteen pounds - the  
said Samuel by Simon Strong Gentleman their Attorney appears And the said Joseph through three  
times publickly called to come into Court makes default of appearance here - It is therefore  
Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said p<sup>l</sup>t<sup>r</sup> do recover against y<sup>e</sup> said Joseph ten pounds  
fifteen shillings & eleven pence one farthing of Lawfull Money Damages and two pounds  
and five pence of like Money Costs & And they may have their Execution thereof After  
all which at this term y<sup>e</sup> said Joseph by Daniel Hitchcock Gentleman his Attorney comes  
here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be  
holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of Septem-  
ber Next And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Joseph's prosecuting the Ap-  
peal with Effect as by y<sup>e</sup> said Recognizance on file appears -

Isaac Cotton of Springfield in y<sup>e</sup> County of Hampshire Gentleman p<sup>l</sup>t<sup>r</sup> vs Charles Cotton  
of same Springfield from an def<sup>r</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Charles on y<sup>e</sup> Twenty se-  
cond Day of June Anno Dom 1763 at said Springfield by his Note Under his hand of that Date  
for Value received promised to pay y<sup>e</sup> said Isaac the sum of six pounds Lawfull Money in three  
Months from y<sup>e</sup> Date of y<sup>e</sup> same Note with Lawfull Interest from y<sup>e</sup> Expiration of that time  
till paid, yet y<sup>e</sup> said Charles tho' that time is elapsed and tho' often requested hath not paid y<sup>e</sup>  
said sum nor y<sup>e</sup> Interest thereof but Neglects it - For Damage of y<sup>e</sup> said Isaac Ten pounds  
the said Isaac by Jonathan Bliss Gentleman his Attorney appears And the said Charles be-  
ing three times publickly called to come into Court makes default of appearance here  
It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Isaac do recover against the  
said Charles six pounds and twelve shillings of Lawfull Money Damages and One  
pound ten shillings and three pence of like Money Costs of Suit and he may have  
his Execution thereof & Afterwards now at this same term y<sup>e</sup> said Charles by himself in



63 in his proper person comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior  
Cotton Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire  
Cotton } on y<sup>e</sup> fourth Tuesday of September next. And he Recognizes with Sureties as the Law  
directs for his prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file  
appears

Idem } Isaac Cotton late of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jonathan B. M.  
Burk } of y<sup>e</sup> same Springfield Yeoman deff<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Isaac Demands of y<sup>e</sup>  
said Jonathan four pounds sixteen shillings for so much Money before the first Day of  
March last he paid y<sup>e</sup> said Isaac sent to y<sup>e</sup> said Jonathan with Interest for y<sup>e</sup> same & the said  
Isaac by Jonathan Bliss Gentleman his Attorney appears And y<sup>e</sup> said Jonathan being three  
times publicly called to come into Court makes default of appearance here It is there-  
fore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Isaac do recover against the said Jonathan  
five pounds nineteen shillings and ten pence of Lawfull Money Damages and One  
pound ten shillings and seven pence of like Lawfull Money Costs by him Expended  
about this Suit And he may have his Execution &c Exon Ad 6<sup>th</sup> August 1765

Bliss } Luke Bliss Gentleman & Lewis Bliss Gentleman both of Springfield in y<sup>e</sup> County of Hamp-  
Nwinn } shire Administrators of y<sup>e</sup> Estate of Luke Bliss late of Springfield aforesaid Gentleman de-  
cease Intestate pl<sup>t</sup> vs James Nwinn of Greenwich in y<sup>e</sup> said County of Hampshire Gentle-  
man deff<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> pl<sup>t</sup> in their said Capacity Demand against the  
deff<sup>t</sup> five pounds fourteen shillings and eleven pence halfpenny for Sundry Good Wares &c  
had and Received of y<sup>e</sup> said Luke deceased on & before the twenty fourth Day of October 1764  
(avoiding to y<sup>e</sup> Amount Annexed to y<sup>e</sup> pl<sup>t</sup> Writ) with Interest &c the pl<sup>t</sup> by Jonathan Bliss  
Gentleman their Attorney appear and y<sup>e</sup> said James Nwinn being three times publicly  
called to come into Court makes Default of appearance here It is therefore considered by  
the Court that y<sup>e</sup> pl<sup>t</sup> in their said Capacity do recover against y<sup>e</sup> said James five pounds  
fourteen shillings and eleven pence of Lawfull Money Damages and One pound Nine  
shillings and Nine of like Money Costs &c And they may have their Execution &c  
Exon Ad 13<sup>th</sup> July 1765

Scott } Timothy. son of Windsor in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman  
Burroughs } pl<sup>t</sup> vs Simon Burroughs late of Windsor in y<sup>e</sup> said County of Hartford now of Monson  
in y<sup>e</sup> County of Hampshire Yeoman deff<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Simon at  
at said Springfield on y<sup>e</sup> seventeenth Day of May 1764 by his Note under his hand Du-  
ly executed of that Date for Value received promised y<sup>e</sup> said Timothy to pay him the  
Sum of four pounds fifteen shillings and Nine pence Lawfull Money on Demand  
with Lawfull Interest till paid. Yet y<sup>e</sup> said Simon though often requested hath ne-  
ver paid y<sup>e</sup> same &c To y<sup>e</sup> Damage of y<sup>e</sup> said Timothy six pounds. The said Timo-  
thy by Cornelius Jones Gentleman his Attorney appears And y<sup>e</sup> said Simon by  
John Worthington Esq<sup>r</sup> his Attorney comes here & Defends &c And Reserving to him-  
self y<sup>e</sup> Liberty of altering this plea on y<sup>e</sup> trial on y<sup>e</sup> Appeal now says that y<sup>e</sup> bond de-  
clared on is not his Deed and thereof puts himself on y<sup>e</sup> Country And y<sup>e</sup> pl<sup>t</sup> Consens-  
ing to y<sup>e</sup> Reservation aforesaid says that y<sup>e</sup> Deff<sup>t</sup> plea above pleaded and the Matters  
therein contained is an Insufficient Answer to his Declaration and that he is not  
holden by Law to answer thereto all which he is ready to verify and prove and there-  
fore prays Judgment for his Damages and Costs And y<sup>e</sup> Deff<sup>t</sup> says his plea is suffi-  
cient - Whereupon all and Singular the premises being seen and by y<sup>e</sup> Court now here  
fully



Understood it appears that if Plea of said Simon and the Matters therein contained are <sup>Scott</sup> an insufficient Answer to his <sup>or</sup> said Timothy's Declaration, and that <sup>Burroughs</sup> said Simon hath not made Answer by same Declaration nor in any Manner denied <sup>it</sup> same. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Timothy do recover against y<sup>e</sup> said Simon five pounds One shilling and seven pence of Lawfull Money Damages & One pound fourteen shillings and one penny of like Money Costs & And he may have his Execution thereof — the said Simon by his said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next And he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Simon prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file Appears —

Ezekiah Day of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs George Hitchcock of y<sup>e</sup> Day same Springfield Yeoman and a Deputy Sheriff under Oliver Partridge Esq<sup>r</sup> Sheriff of the <sup>or</sup> said County def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Ezekiah Demands of y<sup>e</sup> said George fifteen pounds Sixteen shillings and three pence which y<sup>e</sup> said George on y<sup>e</sup> sixth Day of May Anno Dom<sup>i</sup> 1763 by his Note for Value received promised y<sup>e</sup> said Ezekiah to pay him on Demand with Interest & the said Ezekiah by Cornelius Jones Gentleman his Attorney Appears — And y<sup>e</sup> said George being threetimes publickly called to come into Court makes default of Appearance here — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ezekiah do recover against y<sup>e</sup> said George fifteen pounds Nineteen shillings and two pence of Lawfull Money Damages and One pound and five shillings of like Money Costs of Court — And he may have his Execution thereof —

Ebenezer Warriner of Springfield Yeoman pl<sup>t</sup> vs Ebenezer Stebbins of Second of Springfield in y<sup>e</sup> Warriner County of Hampshire Yeoman def<sup>t</sup>. In a plea <sup>Exception on</sup> of y<sup>e</sup> Case for that said Ebenezer Stebbins at said <sup>or</sup> Springfield on y<sup>e</sup> eighteenth Day of August Anno Dom<sup>i</sup> 1763 by his Note of that Date for Value received promised y<sup>e</sup> said Ebenezer Warriner to pay him twelve pounds Lawfull Money on Demand with y<sup>e</sup> Lawfull Interest for y<sup>e</sup> same till paid, yet said Ebenezer Stebbins tho often Requested hath not paid said Ebenezer Warriner the same or any penny thereof but hitherto hath and still Neglects and refuses to pay him y<sup>e</sup> same — to y<sup>e</sup> Damage of y<sup>e</sup> said Ebenezer Warriner fifteen pounds — the parties come here — And y<sup>e</sup> said Ebenezer Stebbins prays that y<sup>e</sup> Case may be Continued & says that he will take no Costs further than this Term should he recover final Judgment and y<sup>e</sup> pl<sup>t</sup> consents — It is therefore ordered that y<sup>e</sup> Case be Continued till y<sup>e</sup> Next Term of this Court on y<sup>e</sup> Last Tuesday of August Next. And the parties have y<sup>e</sup> same Day before y<sup>e</sup> Court & —

Robert Breck Jun<sup>r</sup> of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ebenezer <sup>Breck</sup> <sup>or</sup> <sup>Stoddard</sup> Stoddard late of South Hadley in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Robert Demands of y<sup>e</sup> said Ebenezer forty seven shillings Lawfull Money which to him y<sup>e</sup> said Robert on y<sup>e</sup> last Day of February last he y<sup>e</sup> said Ebenezer Owed to balance book Account according to y<sup>e</sup> Account annexed to y<sup>e</sup> said Robert's Writ, which the said Ebenezer then and there to wit at said Springfield promised y<sup>e</sup> said Robert to pay him on Demand & the said Robert by Moses Bliss Gentleman his Attorney Appears & the said Ebenezer being three times publickly called to come into Court now here makes default of Appearance — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Robert do recover against y<sup>e</sup> said Ebenezer two pounds seven shillings of Lawfull Money Damages and One pound seven shillings and three pence of like Money Costs of Suit & he may have his Execution thereof —

Done &c. 4<sup>th</sup> June 1765



64 Robert Break Jun<sup>r</sup> of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Joseph Burr  
Break vs Burr } copy same Springfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Robert De-  
mands of y<sup>e</sup> said Joseph two pounds ten shillings and three pence three farthings which  
y<sup>e</sup> said Joseph on y<sup>e</sup> third Day of July last past by his Note for Value Received promised  
y<sup>e</sup> said Robert to pay him on Demand with Interest & the said Robert by Moses Bliss  
Gentleman his Attorney appears - And y<sup>e</sup> said Joseph being three times publicly  
called to come into Court makes default of appearance here It is therefore considered  
by the Court now here that y<sup>e</sup> said Robert do recover against y<sup>e</sup> said Joseph the  
Sum of two pounds twelve shillings and eleven pence three farthings of Lawfull Money  
Damages and One pound five shillings and three pence of like Money Costs of Suit  
and he may have his Execution thereof - Exon d<sup>o</sup> 4<sup>th</sup> June 1765

Lathrop vs Morison } Daniel Lathrop of Norwich in y<sup>e</sup> County of New London in y<sup>e</sup> Colony of Connecticut  
Apothecary pl<sup>t</sup> vs Hugh Morison of Colrain in y<sup>e</sup> County of Hampshire Gentleman  
def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Daniel Demands against the said Hugh twenty  
pounds seven shillings and eight pence which y<sup>e</sup> said Hugh on y<sup>e</sup> twentieth Day of  
May Anno Dom<sup>i</sup> 1765 for Value received promised said Daniel (by his Note) to pay  
him on or before the twentieth Day of May Anno Dom<sup>i</sup> 1765 with Interest & the  
said Daniel by Moses Bliss Gentleman his Attorney appears - And y<sup>e</sup> said Hugh being  
three times publicly called to come into Court makes default of appearance  
here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Daniel do recover  
against y<sup>e</sup> said Hugh twenty five pounds five shillings and six pence of Lawfull  
Money Damages and two pounds eleven shillings and five pence of like Money  
Costs of Court - And he may have his Exon d<sup>o</sup> - Exon d<sup>o</sup> 4<sup>th</sup> June 1765

Allyn vs Goddard } Richard Allyn of Middletown in y<sup>e</sup> County of Hartford in the Colony of Connecticut Shopkeeper  
pl<sup>t</sup> vs Israel Goddard of Durham in y<sup>e</sup> County of New Haven in y<sup>e</sup> said Colony of Connet-  
ticut Shopkeeper def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Israel at said Springfield on y<sup>e</sup>  
twentieth Day of May Anno Dom<sup>i</sup> 1762 by his Note of that Date for Value Received  
promised said Richard to pay him twelve pounds One shilling and six pence Law-  
full Money on Demand with Lawfull Interest for y<sup>e</sup> same till paid & also for that  
said Israel there at said Springfield on the twenty seventh Day of July Anno Dom<sup>i</sup> 1762  
by his other Note of that Date for Value Received promised said Richard to pay him  
Six pounds ten shillings Lawfull Money on Demand with Lawfull Interest for  
y<sup>e</sup> same till paid and also for that said Israel there at said Springfield on the tenth  
Day of January Anno Dom<sup>i</sup> 1764 by his other certain promissory Note under  
his hand whose Date is y<sup>e</sup> same Day and year last above said promised said Ri-  
chard for Value Received to pay him eighteen pounds Eleven shillings Lawfull  
Money within three Months from y<sup>e</sup> said Date thereof together with Lawfull In-  
terest for y<sup>e</sup> same from and after y<sup>e</sup> said Term of three Months till paid, yet the  
said Israel his several promises aforesaid not regarding but contriving to de-  
fraud y<sup>e</sup> said Richard therein hath never paid him either of said Sums in his se-  
veral promises aforesaid contained or any penny thereof or y<sup>e</sup> Interest due and  
payable for y<sup>e</sup> same tho' often thereto requested but hitherto hath and still  
unjustly Neglects and refuses to pay him y<sup>e</sup> said Richard y<sup>e</sup> same - For Damage  
of y<sup>e</sup> said Richard as he saith forty eight pounds - the said Richard by Moses  
Bliss Gentleman of y<sup>e</sup> same Springfield his Attorney appears And the  
said



said Israel being now and at y<sup>e</sup> time of y<sup>e</sup> Service of y<sup>e</sup> pl<sup>t</sup> writ<sup>out of y<sup>e</sup> province</sup> (as is suggested to this Court by y<sup>e</sup> pl<sup>t</sup> said Attorney) does not appear. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> Case be also <sup>or</sup> continued till y<sup>e</sup> Next Term of this Court on y<sup>e</sup> Last Tuesday of August Next And y<sup>e</sup> said parties Goddard have y<sup>e</sup> same Day before the Court

John Ashner of Middletown in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman } Ashner  
vs Israel Goddard of Durham in y<sup>e</sup> County of New Haven in y<sup>e</sup> said Colony of Connecticut } Goddard  
Sheepkeeper In plea ofy<sup>e</sup> Case for that said Israel there at said Springfield on y<sup>e</sup> first Day of  
March last Owed said John Ten pound Lawfull Money by book Account to ballance the  
same for divers Wares and Merchandises there before that time sold and delivered by said  
John to said Israel at his y<sup>e</sup> said Israel's Request and in Consideration thereof said Israel  
then and there promised said John to pay him y<sup>e</sup> same on Demand, yet y<sup>e</sup> said Israel thro  
often Requested hath not paid said John y<sup>e</sup> same or any penny thereof but hitherto hath  
still Neglected and refuses to pay him y<sup>e</sup> same to y<sup>e</sup> Damage ofy<sup>e</sup> said John Twelve pounds  
thereby <sup>said</sup> John's Blis Son Terman his Attorney appears, and the said Court nowhere being Certified that  
said Israel is now and was at y<sup>e</sup> time ofy<sup>e</sup> Service ofy<sup>e</sup> said John's Writ without y<sup>e</sup> Limits of this pro-  
vince - It is therefore Considered that y<sup>e</sup> Action ofy<sup>e</sup> said John against him y<sup>e</sup> said Israel as above  
Recorded be continued untill y<sup>e</sup> next Term of this Court on y<sup>e</sup> Last Tuesday of August Next  
and y<sup>e</sup> said parties have y<sup>e</sup> same Day before this Court

and y<sup>e</sup> said parties have by  
 Shales yard of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Esquire pl<sup>on</sup> Ledyard by  
 Elijah Alvord & Nathan Alvord both of South Hadley in y<sup>e</sup> County of Hampshire beomen def<sup>t</sup> Alvord  
 in a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against y<sup>e</sup> said Elijah and Nathan Nine  
 pounds Eleven shillings and four pence which y<sup>e</sup> said Elijah and Nathan on y<sup>e</sup> Eightth Day  
 of September Anno Dom<sup>i</sup> 1757 by their Note for Value received promised y<sup>e</sup> said John to pay  
 him on or before y<sup>e</sup> Eightth Day of December then Next with Interest & the said John by Mr.  
 Esq<sup>r</sup> Gouthe man his Attorney Appears - And y<sup>e</sup> said Elijah and Nathan being three times  
 publicly called to come into Court make default of Apperance here. It is therefore  
 Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover against them y<sup>e</sup> said Eli-  
 jah and Nathan thirteen pounds Eighteen shillings and Eleven pence of Lawfull Money Da-  
 mages and One pound Eighteen shillings and three pence of like Money Costs &c And he  
 may have his Execution thereof - - - - - From sd 4<sup>th</sup> y<sup>e</sup> 65

John Edgord of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Esquire pl<sup>t</sup> vs Benjamin Pierce of South Hadley in y<sup>e</sup> County of Hampshire from an debt In a plea of <sup>or</sup> ~~Pierce~~ <sup>Pierce</sup> the case wherein y<sup>e</sup> said John Demands of y<sup>e</sup> said Benjamin Seven pounds thirteen shilling and ten pence which y<sup>e</sup> said Benjamin on y<sup>e</sup> Ninth Day of November Ann<sup>d</sup> Dom<sup>o</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said John to pay him in four Months with Interest on the said John by Moses Bliss Gentleman his Attorney appears And y<sup>e</sup> said Benjamin being three times publicly called to come into Court makes default of appearance here It is therefore Considered that y<sup>e</sup> said John do recover against y<sup>e</sup> said Benjamin Eight pounds eight shillings and two pence of Lawfull Money Damages And one pound sixteen shillings and three pence Costs &c And he may have Execution &c  
Exon<sup>d</sup> 4<sup>th</sup> June 1765

Samuel Chapman of Eolland in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentle - Chapman  
man & Timothy Scott of Windsor in y<sup>e</sup> said County of Hartford Yeoman pl<sup>t</sup> vs Sim on Bur- Burroughs  
roughs of Monson in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that  
said Sim on at said Springfield on y<sup>e</sup> twenty second day of October last past by his Wote  
of that Date for Value Received promised said Samuel and Timothy to pay them thirty six pounds



65<sup>th</sup> pound Lawfull Money in two Months from and after y<sup>e</sup> Date of said Note without Lawfull  
Surrender of Trop for y<sup>e</sup> Game from and after said time of payment if then unpaid till paid yet said  
Simon tho<sup>e</sup> often requested hath not paid said Samuel and Timothy or either of them  
y<sup>e</sup> same or any penny thereof altho<sup>e</sup> said time of payment hath long since been past but  
he hitherto hath and still neglects and Refuses to pay them y<sup>e</sup> Game to y<sup>e</sup> Damage of the  
said Samuel and Timothy forty pounds - the said Samuel and Timothy by Moses Bliss  
Gentleman their Attorney appear. And y<sup>e</sup> said Simon by John Worthington Esq<sup>r</sup> his  
Attorney comes here and Defends & Resolves to himself the Liberty of Altering  
his Plea on y<sup>e</sup> Trial on y<sup>e</sup> Appeal now says that y<sup>e</sup> bond Declared on is not his Deed &  
thereof puts himself on y<sup>e</sup> Country, And y<sup>e</sup> said Samuel and Timothy Confronting to y<sup>e</sup> Refer-  
vation aforesaid say that y<sup>e</sup> de<sup>ft</sup>s plea above pleaded and the matters therein contained  
is an Insufficient Answer to their Declaration and that they are not holden by Law  
to answer thereto and that they are Ready to prove whereof they pray Judgment and Judg-  
ment for their Damages and Costs By said Simon says his aforesaid plea is sufficient  
Thereupon all and singular y<sup>e</sup> premises being seen and by the Court nowhere fully  
understood It appears to y<sup>e</sup> said Court that y<sup>e</sup> said Plea of said Simon and y<sup>e</sup> Matters there-  
in contained are not in Law a sufficient Answer to y<sup>e</sup> pl<sup>t</sup>s Declaration, and that the  
said Simon hath not Answered nor in any way denied y<sup>e</sup> Game Declaration It is there-  
fore considered that y<sup>e</sup> said Samuel and Timothy do recover against the said Simon  
thirty six pound Eighteen shillings of Lawfull Money Damage and One pound fifteen  
shillings and Nine pence of like Money Costs of Suit And they may have their Ex-  
ecution thereof - the said Simon by his said Attorney Appeals from y<sup>e</sup> Judgment of  
this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and Recognizes  
with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Simon prosecuting y<sup>e</sup> Appeal with Effect as  
by y<sup>e</sup> said Recognizance on file appears

Heith John Heith of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman  
vs Hubbard John Hubbard of Amherst in y<sup>e</sup> County of Hampshire Yeoman de<sup>ft</sup> In a plea  
of the Case for that said John Hubbard at Springfield on y<sup>e</sup> first Day of March Last being  
Justly Indebted to y<sup>e</sup> said John Heith in y<sup>e</sup> sum of six pound Nine shillings and Eight pence  
Lawfull Money for divers Wares and Merchandises there before that time sold, According  
to y<sup>e</sup> Account Annexed to y<sup>e</sup> pl<sup>t</sup>s writ in Consideration thereof then and there promised  
said John Heith to pay him y<sup>e</sup> Game on Demand yet said John Hubbard tho<sup>e</sup> often Re-  
quested hath never paid said John Heith y<sup>e</sup> Game or any part thereof but hitherto hath  
and still neglects and Refuses to pay him y<sup>e</sup> Game to y<sup>e</sup> Damage of y<sup>e</sup> said John Heith  
seven pounds - the said John Heith by Moses Bliss Gentleman his Attorney appears  
and y<sup>e</sup> said John Hubbard being three times publicly called to come into Court makes  
default of appearance &c It is therefore considered by y<sup>e</sup> Court nowhere that the said  
John Heith do recover against y<sup>e</sup> said John Hubbard six pound Nine shillings and  
eight pence of Lawfull Money Damage and One pound fifteen shillings and  
Nine pence of like Money Costs &c And he may have his Execution thereof After all  
which now at this term y<sup>e</sup> said John Hubbard by Simeon Strong Gentleman his Attor-  
ney comes here and Appeals from y<sup>e</sup> Judgment of this Court to the Superiour  
Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hamp-  
shire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as the  
Law directs for y<sup>e</sup> said John Hubbards prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup>  
said Recognizance on file appears



Joel Ely of Springfield in y<sup>e</sup> County of Hampshire from an p<sup>l</sup> or Elijah Rogers of the  
same Springfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joel Demands against  
y<sup>e</sup> said Elijah four pounds six shillings and ten pence which y<sup>e</sup> said Elijah on y<sup>e</sup> 2<sup>d</sup> twenty  
Eighth Day of October last past by his Note for Value Received promised y<sup>e</sup> said Joel to pay him  
on Demand with Interest on the said Joel by Moses Bliss Gentleman his Attorney appears &  
the said Elijah being three times publicly called to come into Court makes default of  
appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Joel do recover  
against y<sup>e</sup> said Elijah four pounds Nine shillings and ten pence of Lawfull Money &  
mages and One pound six shillings of like Money Costs of prosecution and he may have  
his Execution thereof -  
Exon. Ed 4<sup>th</sup> June 1765

John Ely from an and Justin Ely Gentleman both of Springfield in y<sup>e</sup> County of Hampshire { Ely or  
vs Reuben Ely of a New plantation or Township called Number four in y<sup>e</sup> County { or  
of Berkshire from an def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Reuben at said Springfield { Ely  
on y<sup>e</sup> fourth Day of August last past by his Note of that Date for Value Received promised  
said John and Justin to pay them Thirty Nine pounds four pence three farthings Money  
on Demand with Use meaning Lawfull Interest for y<sup>e</sup> same till paid, yet said Reuben  
tho<sup>t</sup> often Requested hath not paid said John and Justin or either of them y<sup>e</sup> same or any  
peny thereof but Neglects and Refuses to do so - To y<sup>e</sup> Damage of y<sup>e</sup> said John and Justin  
forty five pounds - The p<sup>l</sup> by Moses Bliss Gentleman their Attorney appear and y<sup>e</sup> def<sup>t</sup>  
being three times publicly called to come into Court makes default of appearance here - It  
is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> p<sup>l</sup> do recover against y<sup>e</sup> Def<sup>t</sup> thirty  
two pounds five shillings and seven pence one farthing of Lawfull Money Damages and  
One pound eleven shillings of like Money Costs of suit and they may have their Execution  
thereof afterwards at the term y<sup>e</sup> said def<sup>t</sup> by Jonathan Bliss Gentleman his Attorney  
comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature  
to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday  
of September next and he Recognizes with sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said def<sup>t</sup> prose-  
cuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears -

John Ely from an and Justin Ely Gentleman both of Springfield in y<sup>e</sup> County of Hampshire { Ely or  
vs Saver Snow of y<sup>e</sup> same Springfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case for that { or  
y<sup>e</sup> said Saver on y<sup>e</sup> 2<sup>d</sup> twenty sixth Day of October Anno Dom 1763 at said Springfield by { Snow  
his Note of that Date for Value there Received promised y<sup>e</sup> said John and Justin to pay  
them Nineteen pounds Lawfull Money within One year from y<sup>e</sup> Date of said Note  
with Interest for y<sup>e</sup> same till paid, yet y<sup>e</sup> said Saver though often Requested hath not  
paid said John and Justin or either of them y<sup>e</sup> whole or part of y<sup>e</sup> sum aforesaid or  
the Interest thereof but Neglects it - To y<sup>e</sup> Damage of y<sup>e</sup> said John and Justin twenty six  
pounds - The p<sup>l</sup> by Moses Bliss Gentleman their Attorney appear and y<sup>e</sup> def<sup>t</sup> being three  
times publicly called to come here makes default - It is therefore Considered by y<sup>e</sup>  
Court now here that y<sup>e</sup> p<sup>l</sup> do recover against y<sup>e</sup> def<sup>t</sup> Nineteen pound twelve shillings  
and eight pence Lawfull Money Damages and one pound seven shillings and four pence  
of like Money Costs & and they may have Execution after all which y<sup>e</sup> def<sup>t</sup> by John Wootting.  
comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of  
Judicature to be holden at Springfield within and for said County of Hampshire on the fourth  
Tuesday of September next and Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said def<sup>t</sup> prosecut-  
ing y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears -



66 Benjamin Payne of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Attorney  
Payne } at Law pl<sup>t</sup> vs Moses Noble of Westfield in the County of Hampshire from an debt. In a plea  
Noble } of y<sup>e</sup> Case for that said Moses at said Springfield on y<sup>e</sup> 2<sup>d</sup> 5<sup>th</sup> Day of October Anno Dom<sup>i</sup> 1755  
by his Note of that Date for Vallue Received promis<sup>d</sup> said Benjamin to pay him seventeen  
pounds two shillings and one half penny Lawfull Money or Old Tenor Bills Equolent  
thereto in three Months from y<sup>e</sup> Date of said Note together with Lawfull Interest for the  
same from said time of payment untill paid. yet y<sup>e</sup> said Moses tho<sup>t</sup> often Requested hath  
not paid y<sup>e</sup> said Benjamin y<sup>e</sup> same or any penny thereof or any ways performed his said  
promise but hitherto hath and still Neglects and refuses to pay him the same & to the  
Damage of y<sup>e</sup> said Benjamin eighteen pounds - the said Benjamin by Moses Blip Gen<sup>l</sup>  
tlemen his Attorney Appears and the said Moses <sup>Noble</sup> being three times publickly called to  
come into Court makes default of Apperance here - It is therefore Considered by the  
Court now here that y<sup>e</sup> said Benjamin do recover against y<sup>e</sup> said Moses six pounds six  
teen shillings and six pence and a farthing of Lawfull Money Damages and One pound  
fifteen shillings and nine pence of like Money Costs of Suit and he may have his  
Execution thereof - After all which y<sup>e</sup> said Moses by David Ingersoll Gentleman his  
Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior  
Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hamp  
shire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as the  
Law directs for y<sup>e</sup> said Moses prosecuting y<sup>e</sup> Appeal with Effect as by the said Re  
cognizance on file Appears

Ely } Joel Ely of Springfield in y<sup>e</sup> County of Hampshire from an pl<sup>t</sup> vs Joseph Bedortha of the  
Bedortha } same Springfield y<sup>e</sup> Second from an debt. In a plea of y<sup>e</sup> Case for that said Joseph at said  
Springfield on y<sup>e</sup> 2<sup>d</sup> Twenty Eighth Day of Aug<sup>r</sup> last past by his Note of that Date for  
Vallue Received promis<sup>d</sup> y<sup>e</sup> said Joel to pay him eighteen pounds fourteen shillings  
and eight pence Lawfull Money on Demand with the meaning Lawfull Interest  
for y<sup>e</sup> same till paid. yet said Joseph tho<sup>t</sup> often requested hath never paid said Joel  
y<sup>e</sup> same or any penny thereof but hitherto hath and still Neglects and Refuses to pay  
him y<sup>e</sup> same - to y<sup>e</sup> Damage of y<sup>e</sup> said Joel Twenty four pounds - the said Joel by Moses  
Blip Gentleman his Attorney Appears - And y<sup>e</sup> said Joseph being three times publickly  
called to come into Court makes default of Apperance here. It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Joel do recover against y<sup>e</sup> said Joseph Nineteen pounds  
eleven shillings and six pence of Lawfull Money Damages and One pound six shil  
lings and four pence of like Money Cost of Court And he may have his Execution  
thereof - Afterwards now at this same term y<sup>e</sup> said Joseph in his proper person  
comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judi  
cature to be holden at Springfield within and for the County of Hampshire on the  
fourth Tuesday of September Next and he Recognizes with Sureties as the Law di  
rects for y<sup>e</sup> said Joseph prosecuting y<sup>e</sup> Appeal with Effect as by y<sup>e</sup> said Recognizance  
on file Appears

Blip } Moses Blip Gentleman of Springfield in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs James Willson  
Willson } of Blanford in y<sup>e</sup> same County of Hampshire from an debt. In a plea of y<sup>e</sup> Case wherein  
the said Moses Demands of y<sup>e</sup> said James three pounds twelve shillings which the said  
James on y<sup>e</sup> 2<sup>d</sup> seventeenth Day of November Anno Dom<sup>i</sup> 1754 by his Note for Vallue  
Received promis<sup>d</sup> one Jason Hubbard to pay him or his Order on Demand with  
Interest on which said Note y<sup>e</sup> said Jason Indorsed over to y<sup>e</sup> said Moses On the said Moses  
in



his proper person appear and y<sup>e</sup> said James being three times publickly called to come  
into Court makes Default of appearance here - It is therefore considered by y<sup>e</sup> Court  
now here that y<sup>e</sup> said Moses do recover against y<sup>e</sup> said James three pounds fourteen  
shillings and two pence of Lawfull Money Damages and One pound eight shillings  
and Nine pence of like Money Costs of this Suit & he may have his Execution &c  
Exon<sup>d</sup> 4<sup>th</sup> June 1765

Edidiah Pich of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Charles Cotton of  
y<sup>e</sup> said Springfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Charles at said Springfield  
on the Nineteenth Day of February last past by his Note of that Date for Value Received  
promysd said Edidiah to pay him Thirty two pounds Lawfull Money within One Month  
from y<sup>e</sup> Date of said <sup>note</sup> with Lawfull Interest for y<sup>e</sup> same after said time of payment  
till paid. But said Charles tho<sup>t</sup> often Requested hath not paid said Edidiah the same  
or any penny thereof but hitherto hath and still Neglects and Refuses to pay him the  
same by Damage of y<sup>e</sup> said Edidiah Thirty five pounds & the said Edidiah by Moses  
Bliss Gentleman his Attorney appear and the said Charles being three times publickly  
called to come into Court makes default of appearance here. It is therefore Consi-  
dered by y<sup>e</sup> Court & that y<sup>e</sup> said Edidiah do recover against y<sup>e</sup> said Charles thirty two  
pounds six shillings and Eleven pence of Lawfull Money of Lawfull Money Damages  
and One pound five shillings and three pence of like Money Costs of Suit and he may  
have his Execution &c after all which now at this same Term y<sup>e</sup> said Charles comes here  
and Appeals from y<sup>e</sup> Judgment of this Court by Superior Court of Judicature to be  
holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday  
of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for prosecuting y<sup>e</sup>  
Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears

George Pynhon of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Daniel  
Noble of Westfield in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein  
the said George Demands of y<sup>e</sup> said Daniel six pounds nine shillings and six pence which  
the said Daniel on y<sup>e</sup> fourth Day of August Anno Dom<sup>i</sup> 1761 by his Note for Value re-  
ceived promysd y<sup>e</sup> said George to pay on Demand with Interest &c the said George by Moses  
Bliss Gentleman his Attorney appear and y<sup>e</sup> said Daniel being three times publickly  
called to come into Court makes default of appearance here. It is therefore considered by  
the Court now here that y<sup>e</sup> said George do recover against y<sup>e</sup> said Daniel five pounds ten  
shillings and seven pence two farthings of Lawfull Money Damages and One pound  
six shillings and seven pence of like Money Costs of this Suit and he may have his  
Execution thereof &c

George Pynhon of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Hesechiah  
Cooley of y<sup>e</sup> said Springfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George  
Demands against y<sup>e</sup> said Hesechiah fifty four shillings and five pence which y<sup>e</sup> said He-  
sechiah on y<sup>e</sup> sixteenth Day of April Anno Dom<sup>i</sup> 1764 promysd y<sup>e</sup> said George to pay him on  
Demand for divers Wares and Merchandises before that time thereof y<sup>e</sup> said George with  
Interest &c the said George by Moses Bliss Gentleman his Attorney appear and the said  
Hesechiah being three times publickly called to come into Court makes default of appe-  
rance. It is therefore considered by this Court that y<sup>e</sup> said George do recover against y<sup>e</sup> said He-  
sechiah two pounds sixteen shillings and nine pence two farthings of Lawfull Money Damages and one  
pound six shillings and three pence of like Money Costs &c & he may have Execution



07 George Pyncheon of Springfield Gentleman pl<sup>t</sup> vs Moses Dewey of Westfield Yeoman and a  
Pyncheon  
vs  
Dewey } Deputy Sheriff under Oliver Partridge Esq. Sheriff of y<sup>e</sup> County of Hampshire In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands against y<sup>e</sup> said Moses forty three pounds fif-  
teen shillings and six pence which y<sup>e</sup> said Moses on y<sup>e</sup> fourth Day of May last past by his  
Note for Value Received promised y<sup>e</sup> said George to pay him on Demand with Interest on the  
said George by Moses Bliss Gentleman his Attorney appears - And y<sup>e</sup> said Moses Dewey  
being three times publickly called to come into Court makes default of Apperance here  
It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George do recover against the  
said Moses Dewey forty six pounds ten shillings and ten pence of Lawfull Money Damages  
and one pound six shillings and nine pence of like Lawfull Money Costs of Court and  
he may have his Execution thereof - - - - - Exon<sup>d</sup> 15<sup>th</sup> Aug<sup>t</sup> 1765

Liker  
vs  
Hamorsh } James Liker of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Abel Hamorsh of y<sup>e</sup>  
said Springfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said James Demands of the  
said Abel seven pounds which y<sup>e</sup> said Abel on y<sup>e</sup> twenty first Day of January last past  
by his Note for Value Received promised y<sup>e</sup> said James to pay him on Demand with Interest  
on the said James by Moses Bliss Gentleman his Attorney appears - And the said  
Abel being three times publickly called to come into Court makes default of Appe-  
rance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said James do recover a-  
gainst y<sup>e</sup> said Abel three pounds eleven shillings and four pence of Lawfull Money  
Damages and one pound five shillings and seven pence of like Money Costs of Suit &  
he may have his Execution &c - - - - - Exon<sup>d</sup> 26<sup>th</sup> June 1765

Morgan  
vs  
Chaffee } Reuben Morgan and Noah Morgan both of Brimfield in y<sup>e</sup> County of Hampshire Yeomen  
pl<sup>t</sup> vs Asa Chaffee of Wilbraham in said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case where-  
in y<sup>e</sup> said Reuben & Noah Demand against y<sup>e</sup> said Asa six pounds four shillings and two  
pence two farthings which y<sup>e</sup> said Asa on y<sup>e</sup> eightth Day of July Anno Dom<sup>i</sup> 1763 by  
his Note for Value Received promised y<sup>e</sup> said Reuben and Noah to pay them on De-  
mand with Interest on the said Reuben and Noah by Timothy Danielson Gentle-  
man their Attorney appears - And y<sup>e</sup> said Asa being three times publickly called  
to come into Court makes default of Apperance here - It is therefore Considered by  
the Court that y<sup>e</sup> said Reuben and Noah do recover against y<sup>e</sup> said Asa five pounds  
fourteen shillings and five pence of Lawfull Money Damages and one pound fifteen  
shillings and nine pence of like Money Costs &c And they may have their Execu-  
tion thereof - - - - - Exon<sup>d</sup> 29<sup>th</sup> August 1765

Warner  
vs  
Morgan } Jonathan Warner of Hadley in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Joseph Morgan of Spring-  
field in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Demands  
against y<sup>e</sup> said Joseph four pounds thirteen shillings and eight pence which y<sup>e</sup> said Joseph  
on y<sup>e</sup> twenty first Day of May last past by his Note for Value Received promised y<sup>e</sup> said Jo-  
nathan to pay him on Demand with Interest on the said Jonathan by Eliza Porter  
Gentleman his Attorney appears and the said Joseph being three times publickly called  
to come into Court makes default of Apperance here - It is therefore Considered by this  
Court that y<sup>e</sup> said Jonathan do recover against y<sup>e</sup> said Joseph four pounds nineteen shillings  
and three pence two farthings of Lawfull Money Damages and one pound twelve shillings  
and seven pence Costs &c And he may have Exon<sup>d</sup> &c - - - - - Exon<sup>d</sup> 30<sup>th</sup> May 1765

Pyncheon  
vs  
Colton } Charles Pyncheon of Springfield in y<sup>e</sup> County of Hampshire Physician pl<sup>t</sup> vs Timothy Colton of y<sup>e</sup>  
said Springfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Charles Demands  
against y<sup>e</sup> said Timothy Twenty Nine pounds fifteen shillings and six pence which the  
said



aid Timothy on y<sup>e</sup> fourteenth Day of July Anno Dom 1762 by his Note for Value Received  
promised y<sup>e</sup> said Charles to pay him on Demand with Interest & the said Charles by his  
than: Bly Gentleman his Attorney appears - And y<sup>e</sup> said Timothy being three times published  
by called to come into Court makes Default of appearance here - It is therefore considered  
by the Court now here that y<sup>e</sup> said Charles do recover against y<sup>e</sup> said Timothy thirty four  
pounds sixteen shillings and two farthings Lawfull Money Damages and One pound  
six shillings and five pence of like Money Costs &c And he may have his Execution  
thereof - Bromd 30<sup>th</sup> July 1765

John Bly Geoman and Justin Bly Gentleman both of Springfield in y<sup>e</sup> County of Hampshire } Bly  
vs Matthias Smith of y<sup>e</sup> same Springfield Geoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that the } Smith  
said Matthias at said Springfield on the Twenty Eighth Day of August last past by his pro-  
misory Note in Writing under his hand of that Date for Value Received promised y<sup>e</sup> p<sup>ts</sup> to  
pay them fifty shillings and three pence in four Months from y<sup>e</sup> Date (which said Term of  
four Months is long since past) with Interest from y<sup>e</sup> Date. Yet y<sup>e</sup> said Matthias tho often  
Requested hath never fulfilled his said Promise to y<sup>e</sup> p<sup>ts</sup> or either of them but Neglects it to  
Damage of y<sup>e</sup> said John and Justin Three pounds - The p<sup>ts</sup> by y<sup>e</sup> said Justin appear  
the said Matthias being three times published by called to come into Court makes default of  
appearance here it is therefore considered by this Court now here that y<sup>e</sup> said p<sup>ts</sup> do recover  
against y<sup>e</sup> said Matthias two pounds twelve shillings and three pence two farthings of Law-  
full Money Damages and One pound Six shillings of like Money Costs of Court And they  
may have their Execution thereof - Brom 30<sup>th</sup> June 1765

John Bly Geoman and Justin Bly Gentleman both of Springfield in y<sup>e</sup> County of Hampshire } Bly  
vs Jonas Lock of Shutebury in y<sup>e</sup> County of Hampshire Geoman def<sup>t</sup> In a plea of } Lock  
of y<sup>e</sup> Case for that y<sup>e</sup> said Jonas Lock at said Shutebury on the Tenth Day of Septem-  
ber Anno Dom 1763 by his promisory Note of that Date for Value Received promised y<sup>e</sup> p<sup>ts</sup> to  
pay unto them y<sup>e</sup> Sum of Twenty four pounds Lawfull Money worth of good White pine  
Boards to be Delivered at Sunderland by y<sup>e</sup> first Day of July then Next at y<sup>e</sup> Common Mar-  
ket price with Interest - And the p<sup>ts</sup> in fact say that they were always Ready at said Sun-  
derland to have Received said Boards from y<sup>e</sup> Date of said Note untill y<sup>e</sup> time of payment  
therein specified was fully past - Yet y<sup>e</sup> said Jonas tho often Requested hath never fulfilled  
his said promise to y<sup>e</sup> plaintiffs or either of them but Neglects it to their Damage Twen-  
ty eight pounds - The parties appear and with y<sup>e</sup> leave of y<sup>e</sup> Court now here agree  
to Refer y<sup>e</sup> Case to y<sup>e</sup> <sup>single</sup> Determination and Award of Mess<sup>rs</sup> Ebenezer Pomeroy Ebenezer  
Hunt and William Lyman <sup>or any two of them</sup> referees mutually chosen by y<sup>e</sup> said Parties who are hereby  
Required to hear y<sup>e</sup> parties touching y<sup>e</sup> premises, and make their award therein and Report  
of same to this Court at y<sup>e</sup> Next Session thereof on y<sup>e</sup> Last Tuesday of August Next and y<sup>e</sup>  
Case is continued for some time of which y<sup>e</sup> said parties are to take Notice &c

John Bly Geoman and Justin Bly Gentleman both of Springfield in y<sup>e</sup> County of Hampshire } Bly  
vs Ebenezer Stoddard of South Hadley in y<sup>e</sup> said County Geoman def<sup>t</sup> In a plea of y<sup>e</sup> Case } Stoddard  
wherein y<sup>e</sup> p<sup>ts</sup> Demand against y<sup>e</sup> said Ebenezer two pounds twelve shillings which y<sup>e</sup>  
said Ebenezer on y<sup>e</sup> tenth Day of August last past by his Note for Value Received promised  
y<sup>e</sup> p<sup>ts</sup> to pay them on Demand with Interest &c the p<sup>ts</sup> by y<sup>e</sup> said <sup>Justice</sup> appear and y<sup>e</sup> said  
Ebenezer being three times published by called to come into Court makes default of ap-  
pearance - It is therefore considered by that y<sup>e</sup> p<sup>ts</sup> do recover against y<sup>e</sup> def<sup>t</sup> two pounds four-  
teen shillings and ten pence three farthings Lawfull Money Damages and One pound eight  
shillings of like Lawfull Money Costs of Court And they may have their Execution  
thereof - Brom 30<sup>th</sup> June 1765



Benjamin Stebbins Junior of Springfield in the County of Hampshire Yeoman pl<sup>t</sup> vs Oliver  
Stebbins } M<sup>r</sup> of Granville in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said  
us } Benjamin Demands of y<sup>e</sup> said Oliver four pounds five shillings and ten pence which  
Munn } y<sup>e</sup> said Oliver on y<sup>e</sup> first Day of February Currant promised y<sup>e</sup> said Benjamin to pay  
him on Demand (to Ballance Book Account) the said Benjamin by Justin D<sup>y</sup> Appears  
and y<sup>e</sup> said Oliver being three times publickly called to come into Court makes default  
of Apperance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Benjamin do  
Recover against y<sup>e</sup> said Oliver four pounds five shillings and two pence of Lawfull  
Money Damages and One pound nine shillings and nine pence Cost of suit and  
he may have his Execution thereof - - - Exon<sup>d</sup> 6<sup>th</sup> August 1765

John Bly Yeoman & Justin Bly Gentleman both of Springfield in y<sup>e</sup> County of Hampshire  
Bly } utt<sup>r</sup> vs Ebenezer Burt of Springfield aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup>  
us } pl<sup>t</sup> Demand of y<sup>e</sup> said Ebenezer ten pounds thirteen shillings and eight pence which  
Burt } y<sup>e</sup> said Ebenezer on y<sup>e</sup> twenty seventh Day of August last past by his Note for Value  
received promised y<sup>e</sup> pl<sup>t</sup> to pay them by y<sup>e</sup> first Day of November then Next with  
Interest &c the said John and Justin by y<sup>e</sup> said Justin in his proper person come here - And the  
said Ebenezer being three times publickly called to come into Court makes default of Ap-  
perance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John and Justin  
do recover against y<sup>e</sup> said Ebenezer Eleven pounds three shillings and three pence of Law-  
full Money Damages and One pound six shillings of like Money Costs &c And they  
may have their Execution thereof - - - Exon<sup>d</sup> 8<sup>th</sup> June 1765

Oliver Pomeroy of Weathersfield in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut  
Pomeroy } Gentleman pl<sup>t</sup> vs Jonathan Phelps of Northampton in y<sup>e</sup> County of Hampshire Yeoman  
us } def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Oliver Demands of y<sup>e</sup> said Jonathan five pounds  
Phelps } Eighteen shillings and three pence which y<sup>e</sup> said Jonathan on y<sup>e</sup> last Day of December last  
past promised y<sup>e</sup> said Oliver to pay him on Demand to ballance book Account &c the  
said Oliver by Daniel Hitchcock Gentleman his Attorney Appears - And y<sup>e</sup> said Jona-  
than being three times publickly called to come into Court makes default of Ap-  
perance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Oliver do re-  
cover against y<sup>e</sup> said Jonathan five pounds eighteen shillings and three pence of Law-  
full Money Damages and two pounds and seven pence of like Money Costs &c  
And he may have his Execution thereof - - - Exon<sup>d</sup> 8<sup>th</sup> June 1765

John Baker of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Jonathan Phelps  
Baker } of y<sup>e</sup> said Northampton Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said John Demands  
us } against y<sup>e</sup> said Jonathan thirty two pounds which y<sup>e</sup> said Jonathan on the fifth Day  
Phelps } of March Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said John to pay  
him on Demand with Interest &c the said John by Daniel Hitchcock Gentleman his  
Attorney Appears - And y<sup>e</sup> said Jonathan being three times publickly called to come  
into Court makes default of Apperance here - It is therefore Considered that the  
said John do recover against y<sup>e</sup> said Jonathan thirty four pounds six shillings and three  
pence three farthings of Lawfull Money Damages and One pound fourteen shillings  
and seven pence of like Money Costs &c - And he may have his Execution there-  
of - - - Exon<sup>d</sup> 8<sup>th</sup> June 1765

Solomon Stoddard of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jona-  
Stoddard } than Phelps of y<sup>e</sup> same Northampton Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the  
us } said Solomon Demands against y<sup>e</sup> said Jonathan Twenty two pounds and ten  
Shillings



which y<sup>e</sup> said Jonathan on y<sup>e</sup> fifth Day of April Anno Dom 1763 by his Note for Value re-  
ceivd promis'd y<sup>e</sup> said Solomon to pay him on Demand with Interest &c the said Solomon  
by Daniel Hitchcock Gentleman his Attorney appears - And the said Jonathan being  
three times publickly called to come into Court makes default of appearance here. It  
is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Solomon do recover against the  
said Jonathan eleven pounds fifteen shillings and two pence one farthing of Lawfull  
Money Damage and One pound fourteen shillings and seven pence of like Money Costs  
of Suit And he may have his Execution thereof - Exon<sup>d</sup> 12<sup>th</sup> June 1765

Prudence Stoddard of Northampton in y<sup>e</sup> County of Hampshire Gentlewoman pl<sup>t</sup> or Sonas Stoddard  
than Phelps of y<sup>e</sup> same Northampton Geoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said  
Prudence Demands of y<sup>e</sup> said Jonathan seven pounds nine shillings and six pence which  
said Jonathan on y<sup>e</sup> fifth Day of September Anno Dom 1762 by his Note for Value  
receivd promis'd y<sup>e</sup> said Prudence to pay her on Demand with Interest &c - the said Pru-  
dence by Daniel Hitchcock Gentleman her Attorney appears - And y<sup>e</sup> said Jonathan be-  
ing three times publickly called to come in to Court makes default of appearance here. It  
is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Prudence do recover against the  
said Jonathan eight pounds thirteen shillings and five pence two farthings of Lawfull  
Money Damages and One pound fourteen shillings and seven pence of like Money  
Costs of Suit And she may have her Execution thereof - Exon<sup>d</sup> 12<sup>th</sup> June 1765

Silas Graves of Hatfield in the County of Hampshire Geoman pl<sup>t</sup> or Jonathan Phelps of North-  
ampton in y<sup>e</sup> said County Geoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Silas Demands  
against y<sup>e</sup> said Jonathan sixteen pounds ten shillings which y<sup>e</sup> said Jonathan on y<sup>e</sup> sixth  
Day of February Anno Dom 1763 by his Note for Value Receivd promis'd y<sup>e</sup> said Silas to pay  
him at or before y<sup>e</sup> first Day of May then Next with Interest &c and also wherein y<sup>e</sup> said  
Silas Demands against y<sup>e</sup> said Jonathan One other <sup>of thirteen pounds</sup> sum which y<sup>e</sup> said Jonathan on the  
last Day of August Anno Dom 1764 promis'd y<sup>e</sup> said Silas to pay him on Demand for One  
year before that time had receivd of y<sup>e</sup> said Silas &c the said Silas by Daniel Hitchcock Gen-  
tleman his Attorney appears - And the said Jonathan being three times publickly cal-  
led to come into Court makes default of appearance here - It is therefore considered by  
the Court now here that y<sup>e</sup> said Silas do recover against y<sup>e</sup> said Jonathan twenty seven  
pounds ten shillings and two pence two farthings of Lawfull Money Damages and  
One pound fifteen shillings and eleven pence of like Money Costs of Suit &c And he  
may have his Execution thereof - Exon<sup>d</sup> 11<sup>th</sup> June 1765

Hannah Field of Hatfield in y<sup>e</sup> County of Hampshire Singlewoman & Spinner pl<sup>t</sup> or Sonas Field  
than Phelps of Northampton in y<sup>e</sup> said County of Hampshire def<sup>t</sup>. In a plea of Deb<sup>t</sup>  
wherein the said Hannah Demands against y<sup>e</sup> said Jonathan eighteen pounds thir-  
teen shillings which y<sup>e</sup> said Jonathan on y<sup>e</sup> tenth Day of May Anno Dom 1762  
by his Bonds Under his hand & Seal of that Date bound and oblig'd himself to pay to y<sup>e</sup>  
said Hannah her heirs &c on Demand - the said Hannah by Daniel Hitchcock  
Gentleman her Attorney appears before the Court now here present And the said  
Jonathan being three times publickly called to come into y<sup>e</sup> same Court now here  
makes default of appearance here - It is therefore considered by the Court  
now here that y<sup>e</sup> said Hannah do recover against y<sup>e</sup> said Jonathan eleven pounds  
and One penny three farthings of Lawfull Money Deb<sup>t</sup> being y<sup>e</sup> Chancery of y<sup>e</sup> bond in  
equity and One pound sixteen shillings and One penny Costs of Suit - And she may  
have her Execution thereof - Exon<sup>d</sup> 11<sup>th</sup> June 1765



69  
Serijah Strong of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup>. vs Jonathan Phelps of y<sup>e</sup> said Northampton def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Serijah Demands of y<sup>e</sup> said Jonathan twenty five pounds which y<sup>e</sup> said Jonathan on the last Day of August Anno Dom<sup>i</sup> 1763 promised y<sup>e</sup> said Serijah to pay him on Demand for one horse theretofore that time had and Received of y<sup>e</sup> said Serijah also the said Serijah Demands one other Sum of One pound eight shillings and six pence which y<sup>e</sup> said Jonathan on y<sup>e</sup> last Day of October Anno Dom<sup>i</sup> 1764 promised y<sup>e</sup> said Serijah to pay him on Demand for sundry Articles of Wood <sup>cut</sup> Received by y<sup>e</sup> said Jonathan of him y<sup>e</sup> said Serijah & the said Serijah by Daniel Hitchcock Gentleman his Attorney Appears - And y<sup>e</sup> said Jonathan being three times publicly called to come into Court makes Default of Appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Serijah do recover against the said Jonathan twenty six pounds eight shillings and six pence of Lawfull Money Damages and One pound fourteen shillings and seven pence of like Money Costs &c - And he may have his Execution thereon 12<sup>th</sup> June 1765

William Phelps  
Ezekiel William of Weathersfield in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman pl<sup>t</sup>. vs Jonathan Phelps of Northampton in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Ezekiel Demands against the said Jonathan sixteen pounds four shillings which y<sup>e</sup> said Jonathan on y<sup>e</sup> last Day of December Anno Dom<sup>i</sup> 1763 promised y<sup>e</sup> said Ezekiel to pay him on Demand for one hundred and eight Gallons of good West India Rum before that time had and Received of y<sup>e</sup> said Ezekiel - the said Ezekiel by Daniel Hitchcock Gentleman his Attorney Appears - And the said Jonathan being three times publicly called to come into Court makes Default of Appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ezekiel do recover against y<sup>e</sup> said Jonathan sixteen pounds four shillings of Lawfull Money Damages and One pound eighteen shillings and four pence of like Money Costs of Suit &c & he may have his Execution thereof 8<sup>th</sup> June 1765

Burk  
Bartlett  
Cleazer Burk of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup>. vs Nathaniel Bartlett of South Hadley in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Cleazer Demands against y<sup>e</sup> said Nathaniel six pounds eight shillings and two pence which y<sup>e</sup> said Nathaniel on y<sup>e</sup> twentieth Day of December Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised y<sup>e</sup> said Cleazer to pay him on Demand with Interest &c - the said Cleazer by Daniel Hitchcock Gentleman his Attorney Appears - and y<sup>e</sup> said Nathaniel being three times publicly called to come into Court makes Default of Appearance here - It is therefore Considered by the Court now here that y<sup>e</sup> said Cleazer do recover against y<sup>e</sup> said Nathaniel seven pounds seven shillings and two pence of Lawfull Money Damages and One pound thirteen shillings and five pence of like Money Costs of Suit - And he may have his Execution thereof 12<sup>th</sup> June 1765

Lyman  
Corse  
William Lyman of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup>. vs Gad Corse of Deerfield in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said William Demands against y<sup>e</sup> said Gad three pounds eight shillings which the said Gad on y<sup>e</sup> Twenty Ninth Day of June Anno Dom<sup>i</sup> 1762 by his Note for value



received promise of said William to pay him on Demand with Interest &c - the said Wil-  
liam by Daniel Hitchcock Gentleman his Attorney appears and y<sup>e</sup> said Gad being three  
times publicly called to come into Court makes Default of appearance here - His  
therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William do recover against y<sup>e</sup>  
said Gad three pounds sixteen shillings and ten pence one farthing of Lawfull Mo-  
ney Damages and One pound Eighteen shillings and five pence of like Money Costs  
of Suite - And he may have his Execution thereof - Exon Id 8<sup>th</sup> June 1765

Solomon Stoddard of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Abner  
Smith of y<sup>e</sup> said Northampton Yeoman def<sup>t</sup> - In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Solo.  
on Demand of y<sup>e</sup> said Abner fifty five pounds twelve shillings which y<sup>e</sup> said Ab-  
ner on y<sup>e</sup> 5<sup>th</sup> Day of May Anno Dom 1762 by his Note for Value Received promised  
y<sup>e</sup> said Solomon to pay him at or upon y<sup>e</sup> first Day of May then Next with Interest &c  
the said Solomon by Daniel Hitchcock Gentleman his Attorney appears - And the  
said Abner being three times publicly called to come into Court makes Default  
of appearance &c - It is therefore considered by y<sup>e</sup> Court now here that the said  
Solomon do recover against y<sup>e</sup> said Abner Sixty two pounds Ten shillings and  
ten pence of Lawfull Money Damages & One pound sixteen shillings and One  
penny of like Money Costs of Suite - And he may have his Execution thereof  
of y<sup>e</sup> - Exon Id 12<sup>th</sup> June 1765

Jeremiah Powers of Greenwich in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Walter Powen  
of y<sup>e</sup> same Greenwich Yeoman def<sup>t</sup> - In a plea of y<sup>e</sup> Case for that said Walter at said Greenwich  
on y<sup>e</sup> 17<sup>th</sup> Day of August Anno Dom 1761 by his Note of that Date for Value Received  
promised y<sup>e</sup> said Jeremiah to pay y<sup>e</sup> Sum of Nine pounds six shillings and eight pence  
Lawfull Money of y<sup>e</sup> Province of y<sup>e</sup> Massachusetts Bay within two years and two Months  
then next ensuing y<sup>e</sup> Date thereof with Lawfull Interest for y<sup>e</sup> same till paid - Yet  
said Walter though often Requested hath never paid y<sup>e</sup> same nor any part thereof but  
denies to do it - To y<sup>e</sup> Damage of y<sup>e</sup> said Jeremiah Twelve pounds - The pl<sup>t</sup> by Simon  
Strong Gentleman his Attorney appears - And y<sup>e</sup> def<sup>t</sup> in his proper person comes here &  
often swears that there is more than at y<sup>e</sup> Rate of Six p<sup>r</sup> Cent p<sup>r</sup> Annum of Interest or  
forbearance taken or secured upon y<sup>e</sup> Note declared on - & thereupon y<sup>e</sup> pl<sup>t</sup> in his pro-  
per person comes (and it being offered to him) and swears that there is not secured in y<sup>e</sup> said  
and that he has not Received for forbearance more than at y<sup>e</sup> Rate of Six p<sup>r</sup> Cent p<sup>r</sup> Annum.  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Jeremiah do recover against the  
said Walter Eleven pounds & Nine shillings (being y<sup>e</sup> principal and Lawfull Interest) Damages  
and One pound Nine shillings and three pence of like Money Costs of Suite - And he may  
have his Execution thereof - The said Walter in his proper person Appeals from y<sup>e</sup>  
Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield  
within and for said County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and  
he Recognizes with Sureties as y<sup>e</sup> Law directs for prosecuting his Appeal with Effect as  
by y<sup>e</sup> said Recognizance on file appears -

George Pynhon of Granville in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Samuel Leonard  
of Springfield in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> - In a plea of y<sup>e</sup> Case wherein the said Leonard  
George demands against the said Samuel thirteen pounds five shillings and three pence  
of Lawfull which y<sup>e</sup> said Samuel on y<sup>e</sup> 7<sup>th</sup> Day of August Anno Dom 1764 by his  
Note for Value Received promised y<sup>e</sup> said George to pay him on Demand with Interest &c  
the



70 The said George by John Worthington Esq. his Attorney appears and y<sup>e</sup> said Samuel being  
Pymouth three times publicly called to come into Court makes default of appearance here it  
is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George do recover against y<sup>e</sup>  
said Samuel thirteen pounds seventeen shillings and eight pence of Lawfull Money  
Damages and One pound Eleven shillings and three pence of like Money Costs of  
Court - And he may have his Execution thereof - Given At 12<sup>th</sup> July 1765

Fowler vs Watson } Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs James Watson of  
Springfield in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In a plea of Case for that the said  
James at Springfield aforesaid on y<sup>e</sup> seventh Day of August last past by his promissory  
Note in Writing under his hand of that Date for Value Received promised to pay to  
said Biddad y<sup>e</sup> Sum of eight pounds and six shillings and eleven pence (meaning  
eight pounds six shillings and eleven pence Lawfull Money) on Demand with  
use till paid - yet y<sup>e</sup> said James although often thereto Requested & Demanded hath  
not fulfilled his said promise or any part thereof but wholly denies to do it To the  
Damage of y<sup>e</sup> said Biddad Twelve pounds - The said Biddad by John Worthington  
Esq. his Attorney appears - And y<sup>e</sup> said James being three times publicly called to  
come into Court now here makes default of appearance - It is therefore Considered  
by y<sup>e</sup> said Court that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said James eight  
pounds fifteen shillings and eight pence of Lawfull Money Damages and One  
pound Nine shillings and eleven pence of like Money Costs &c - And he may have  
his Execution &c - After all which now at this Term y<sup>e</sup> said James by Cornelius  
Jones Gentleman his Attorney comes here and Appeals from the Judgment of this  
Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for  
y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next - And he Recognizes  
with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said James's prosecuting y<sup>e</sup> Appeal with Effect  
as by y<sup>e</sup> said Recognizance on file appears &c

Fowler vs Leonard } Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Ebenezer Leonard  
of Springfield in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In a plea of Case wherein the  
said Biddad Demands against y<sup>e</sup> said Ebenezer three pounds and ten shillings  
which y<sup>e</sup> said Ebenezer on y<sup>e</sup> Last Day of April last past promised y<sup>e</sup> said Biddad  
to pay him on Demand for divers Goods Wares and Merchandizes before that  
time had Received of him y<sup>e</sup> said Biddad by him y<sup>e</sup> said Ebenezer &c the said  
Biddad by John Worthington Esq. his Attorney appears - And the said Ebenezer being  
three times publicly called to come into Court makes default of appearance here  
It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against  
the said Ebenezer three pounds and ten shillings of Lawfull Money Damages and  
One pound Nine shillings and five pence of like Money Costs of Suit - And he may  
have his Execution thereof - Given At 11<sup>th</sup> July 1765

Fowler vs Sacket } Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Seth Sacket of the  
same Westfield Yeoman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said Biddad Demands of  
the said Seth four pounds Nineteen and eight pence which y<sup>e</sup> said Seth on the fourth  
Day of April Anno Dom 1764 by his Note for Value received promised y<sup>e</sup> said Biddad to  
pay him at or before the first Day of July then Next ensuing with use &c the said  
Biddad by John Worthington Esq. his Attorney appears - And y<sup>e</sup> said Seth being three  
times publicly called to come into Court makes default of appearance here - It  
is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover  
against



against y<sup>e</sup> said fifth five pounds six shillings and one penny three farthings of Lawfull Money Damages and One pound Nine shillings and Eleven pence of like Money Costs of Suit and he may have his Execution thereof — — — — — Exon 11<sup>th</sup> July 1765

Bildad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Thomas Dewey of y<sup>e</sup> same Westfield yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Thomas at Springfield afore-  
said on y<sup>e</sup> Last Day of April last past was Justly Indebted unto y<sup>e</sup> said Bildad in the sum  
of forty pound of Lawfull Money (by Book to Ballance Account thereon) for sundry Goods  
Wares and Merchandises which were there before that time sold and Delivered by y<sup>e</sup> said Tho-  
mas by y<sup>e</sup> said Bildad at his y<sup>e</sup> said Thomas Instance and Special Request, and then and there  
in Consideration thereof y<sup>e</sup> said Thomas undertook and y<sup>e</sup> said Bildad did faithfully promise  
that he y<sup>e</sup> said Thomas would well and truly pay and satisfy unto him y<sup>e</sup> said Bildad the  
same Sum aforesaid whensoever after he y<sup>e</sup> said Thomas should be thereto Requested. Yet y<sup>e</sup>  
said Thomas although often thereto Requested and Demanded hath not paid to said Bildad  
y<sup>e</sup> said Sum aforesaid or any penny thereof but wholly denies to do it. Joy Damage of  
y<sup>e</sup> said Bildad fifty pounds &c. The said Bildad by John Worthington Esq<sup>r</sup> and y<sup>e</sup> said Tho-  
mas by Moses Bliss Gentleman (their Attorneys) <sup>appears</sup> And agree with y<sup>e</sup> Leave of this Court to Re-  
fer y<sup>e</sup> Case to y<sup>e</sup> final Determination and Award of Eldad Taylor Esq<sup>r</sup> Capt<sup>t</sup> William Day  
and Abel Cadwell (or any two of them) Referees mutually Chosen by y<sup>e</sup> parties, and they  
the said parties pray that their said Submission may be made a rule of this Court, and the said  
Submission and Agreement is Received and made a Rule of this Court. And y<sup>e</sup> said Referees  
are Required as soon as may be to hear y<sup>e</sup> said parties touching y<sup>e</sup> premises, and make their  
Award therein and Report y<sup>e</sup> same to this Court at y<sup>e</sup> Next Term of this Court on y<sup>e</sup> Last  
Tuesday of August Next — And y<sup>e</sup> Case is Continued &c.

Bildad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs William Moor of y<sup>e</sup> same  
Westfield yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bildad Demands of y<sup>e</sup> said Wil-  
liam five pounds and Eighteen shillings which y<sup>e</sup> said William on y<sup>e</sup> fourteenth Day of  
April Anno Dom<sup>i</sup> 1760 by his Note for Value Received promised y<sup>e</sup> said Bildad to pay him  
on Demand with Interest &c. Also one other Sum of Eleven shillings and two pence which  
y<sup>e</sup> said William on y<sup>e</sup> Twenty third Day of August Anno Dom<sup>i</sup> 1762 by one other Note for  
Value Received promised y<sup>e</sup> said Bildad to pay him on Demand with Interest &c. Also one  
other of Sum of Sixteen pounds fifteen shillings and five pence which y<sup>e</sup> said William  
on y<sup>e</sup> seventh Day of August last past by his other Note for Value Received promised y<sup>e</sup> said Bildad  
to pay him on Demand with Interest &c. The said Bildad by John Worthington Esq<sup>r</sup> his Attorney  
appears — And y<sup>e</sup> said William being three times publicly called to come into Court makes  
default of appearance here — It is therefore Considered by y<sup>e</sup> Court now here that the said Bil-  
dad do recover against y<sup>e</sup> said William twenty five pounds twelve shillings and six pence  
two farthings of Lawfull Money Damages and One pound Nine shillings and five pence  
of like Money Costs &c. And he may have his Exon &c. — — — — — Exon 11<sup>th</sup> July 1765

Ebenezer Hunt of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jonathan Phelps of y<sup>e</sup> same Northampton yeoman def<sup>t</sup>. In a plea &c. wherein y<sup>e</sup> said Ebenezer  
Demands against y<sup>e</sup> said Jonathan (as his Bailiff and Receiver) fifteen pounds for one fel-  
ding horse which y<sup>e</sup> said Jonathan before y<sup>e</sup> first Day of December last past had Received of  
him y<sup>e</sup> said Ebenezer to sell and Merchandise for him y<sup>e</sup> said Ebenezer. And also one other  
Sum of Nine pounds which y<sup>e</sup> said Jonathan before y<sup>e</sup> said first Day of December last past  
Received of y<sup>e</sup> said Ebenezer to lay out at Albany for Beaver skin and Deer Leather &c. The  
said Ebenezer by John Worthington Esq<sup>r</sup> his Attorney appears and the said Jonathan being  
there



71 three times publicly called to come into Court makes Default of Apperance here. It is therefore  
Hunt Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ebenezer do recover against y<sup>e</sup> said Jonathan  
Phelps Twenty four pounds of Lawfull Money Damages and One pound fourteen shillings and  
seven pence of like Money Costs &c And he may have his Execution thereof &c  
Exon 2d y<sup>e</sup> June 1765

Idem Ebenezer Hunt of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Jonathan  
Phelps of y<sup>e</sup> same Northampton Geoman de<sup>f</sup>. In a plea of y<sup>e</sup> Case wherein the  
said Ebenezer Demands against y<sup>e</sup> said Jonathan ten pounds which y<sup>e</sup> said Jonathan  
on y<sup>e</sup> sixth Day of June Last past by his Note for Value Received promiss<sup>t</sup> the said Ebe-  
nezer to pay him or his Order on Demand with Interest &c Also one other Sum of  
Nine pounds fourteen shillings which y<sup>e</sup> said Jonathan on y<sup>e</sup> Last Day of December  
Last past promiss<sup>t</sup> y<sup>e</sup> said Ebenezer to pay him on Demand for divers Merchandises before  
that time had Received of him y<sup>e</sup> said Ebenezer &c the said Ebenezer by John Wor-  
thington Esq<sup>r</sup> his Attorney Appears - And y<sup>e</sup> said Jonathan being threetimes pub-  
licly called to come into Court makes default of Apperance here - It is therefore  
Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ebenezer do recover against the said Jona-  
than twenty pounds five shillings and eight pence of Lawfull Money Damages  
and One pound fourteen shillings and seven pence of like Money Costs &c And he  
may have his Execution thereof &c - - - - - Exon 2d y<sup>e</sup> June 1765

Pease Joseph Pease of Suffield in y<sup>e</sup> County of Hampshire Geoman pl<sup>t</sup> vs Ahimaaz Eston of West  
field in y<sup>e</sup> County of Hampshire Geoman de<sup>f</sup>. In a plea of y<sup>e</sup> Case for that the said Ahimaaz  
maaz a Springfield aforesaid on y<sup>e</sup> Twelfth Day of April Last past by his Note  
of that Date for Value Received promiss<sup>t</sup> y<sup>e</sup> said Joseph to pay him seven teen pounds  
seven shillings and Demand with Interest till paid - Yet y<sup>e</sup> said Ahimaaz tho<sup>t</sup> often  
Requested hath never paid y<sup>e</sup> same or any part thereof but Unjustly Reflects it  
To y<sup>e</sup> Damage of y<sup>e</sup> said Joseph Twenty pounds - the said Joseph by John Wor-  
thington Esq<sup>r</sup> his Attorney Appears and y<sup>e</sup> said Ahimaaz being threetimes publicly  
called to come into Court makes default of Apperance here - It is therefore Confi-  
dered by y<sup>e</sup> Court that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Ahimaaz seventeen  
pounds Nine shillings and six pence of Lawfull Money Damages and One pound  
Nine shillings and Nine pence of like Money Costs of Suit - And he may have  
his Execution thereof - - - After all which now at this term the said Ahimaaz  
in his proper person comes here and Appeals from y<sup>e</sup> Judgment of this Court  
to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and for the Coun-  
ty of Hampshire on y<sup>e</sup> fourth Tuesday of September Next And he Recognizes with  
Sureties as y<sup>e</sup> Law directs for prosecuting his Appeal with Effect as by y<sup>e</sup> said Recog-  
nizance on file Appears &c - - -

Jaggart Jane Jaggart of Blanford in y<sup>e</sup> County of Hampshire Widow & Relick of Samuel Jaggart  
Pierney late of said Blanford Geoman deceased pl<sup>t</sup> vs Silvanus Pierney of Pittsfield in the Coun-  
ty of Berkshire Geoman de<sup>f</sup>. In a plea that y<sup>e</sup> said Silvanus Instantly and without  
Delay Render to her y<sup>e</sup> said Jane her reasonable Dower which happens to her of a cer-  
tain Mesuage and forty two Acres of Land lying at a place called Whippernang in  
Westfield in y<sup>e</sup> said County of Hampshire bounding as follows viz the East Corner  
of the said Tract is at the Mouth of y<sup>e</sup> Brook that runs into the River called  
Westfield







72  
Watts vs Steward  
72  
ton 619: his Attorney appears - And the said Samuel Steward being three times publickly  
called to come into Court makes Default of Appearance here - It is therefore Considered by  
the Court now here that y<sup>e</sup> said Samuel Watts do recover against the said Samuel Steward  
and five pounds and ten shillings of Lawfull Money Damages and two pounds  
Nineteen shillings and five pence of like Money Costs &c And he may have his Ex-  
ecution thereof After all which now at this same term y<sup>e</sup> said Samuel Steward  
by David Ingerfoll Gentleman his Attorney comes here and Appeals from the Judg-  
ment of this Court to y<sup>e</sup> Superiour Court of Iudicature to be holden at Springfield  
within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next  
and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Samuel Stewards, prof-  
ecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c

Watts vs Steward  
72  
Samuel Watts of Chelsea in y<sup>e</sup> County of Suffolk Esq: plt: vs Henry Steward of Blanford  
in y<sup>e</sup> County of Hampshire Yeoman def: In a plea that said Henry tender to y<sup>e</sup> said Sa-  
muel his Reasonable Account for y<sup>e</sup> time he was Bailiff of y<sup>e</sup> said Samuel & had the  
Care and management of y<sup>e</sup> p<sup>ts</sup> farm in said Blanford next adjoining to y<sup>e</sup> p<sup>ts</sup> other  
farm there lately in y<sup>e</sup> Care and under y<sup>e</sup> Occupation and Management of Samuel Steward  
of said Blanford and whereupon y<sup>e</sup> p<sup>ts</sup> says that y<sup>e</sup> said Henry at said Blanford on the  
Second of February Anno Dom 1764 was and ever since has been Bailiff of him y<sup>e</sup> said Sa-  
muel Watts and as such has had y<sup>e</sup> Care and Management and Administration of y<sup>e</sup>  
said Watts farm aforesaid Consisting of one Dwellinghouse and barn and about  
five hundred Ares of Land being partly ploughing partly mowing and partly pas-  
tured Land and the residue thereof Wood Land (being the farm on which one Joseph  
Clark some time since dwelt with y<sup>e</sup> Appurtenances and y<sup>e</sup> profits thereof for all  
that time hath there had and Received to render his Reasonable Account thereof to the  
p<sup>ts</sup> whenever he should be thereto required - Yet y<sup>e</sup> said Henry though often Requested  
that Reasonable Account to y<sup>e</sup> p<sup>ts</sup> hath not Rendered but hath always hitherto  
Refused and yet Refuses to do it - to y<sup>e</sup> Damage of y<sup>e</sup> said Samuel Twelve pounds  
the said Samuel by John Worthington Esq: his Attorney appears - And y<sup>e</sup> said Henry  
being three times publickly called to come into Court makes Default of Appearance  
here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Samuel do Recover  
against y<sup>e</sup> said Henry five pounds and ten shillings of Lawfull Money Damages &  
two pounds Nineteen shillings and five pence of like Money Costs of Suit - And he  
may have his Execution thereof &c After all which now at this same term the said  
Henry by David Ingerfoll Gentleman his Attorney comes here and Appeals from  
the Judgment of this Court to y<sup>e</sup> Superiour Court of Iudicature to be holden at Spring-  
field within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next  
& he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Henrys prosecuting the  
Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c

Askey vs Cotton  
72  
Joseph Askey Jun: of Springfield in y<sup>e</sup> County of Hampshire Yeoman plt: vs Isaac Cotton  
of the said Springfield Gentleman def: In a plea of y<sup>e</sup> Case wherein the said Joseph De-  
mands of y<sup>e</sup> said Isaac Twenty three pounds three shillings which the said Isaac on the  
Eighth Day of June Anno Dom 1764 by his Note for Value Received promised the said Joseph  
to pay him or his Order on Demand with Interest &c the said Joseph by John Worthington



...in ... in ... and ... said ... being three times publicly called to come into ...  
... makes default of appearance here. It is therefore considered by the Court now here  
that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Isaac twenty four pounds nine shillings &  
seven pence of Lawfull Money Damages and One pound six shillings and two  
pence of like Money allowed him for his Cost & he may have execution thereon <sup>27<sup>th</sup> July 1765</sup>

Luther Leonard of Springfield in y<sup>e</sup> County of Hampshire Yeoman n<sup>t</sup>. vs Isaac Cotton of Leonard  
the same Springfield Gentleman def<sup>t</sup>. In a new Case for that said Isaac at said Spring-  
field on y<sup>e</sup> thirtieth day of April last past by his Note in writing under his hand of that  
date for Value Received promised said Luther to pay him forty eight pounds Lawfull Mo-  
ney on Demand. yet said Isaac tho<sup>o</sup> often requested hath never paid the same nor any  
part thereof but continually neglected it. For Damage of y<sup>e</sup> said Luther (as he saith) fifty pounds  
the said Luther by John Worthington Esq<sup>r</sup> his Attorney appeared and y<sup>e</sup> said Isaac being three times  
publicly called to come in to Court makes default of appearance here. It is therefore Consi-  
dered by y<sup>e</sup> Court now here that y<sup>e</sup> said Luther do recover against the said Isaac forty eight  
pounds of Lawfull Money Damages and One pound seven shillings and one penny of like  
Money Costs of such &c. And he may have his execution thereof. After all which know-  
ing at this same Term y<sup>e</sup> said Isaac by Jonathan Bliss Gentleman his Attorney comes here and  
appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden  
at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of Septem-  
ber next and he Recognizes with Sureties as the Law directs for y<sup>e</sup> said Isaac prosecuting the  
Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears

George the Third by His Grace the Duke of Great Britain &c. King  
of the sherriff of y<sup>e</sup> County of Hampshire Whereas at our Court of General Sessions of the  
peace holden at Springfield within and for our said County of Hampshire on the third Tues-  
day of May in y<sup>e</sup> thirty second year of y<sup>e</sup> Reign of our Royal Predecessor George the Second  
late King of England &c John Morgan of said Springfield Gentleman came before the same  
Court and acknowledged himself indebted to our said Royal predecessor King George the  
second y<sup>e</sup> thing that then was in y<sup>e</sup> sum of forty pounds Lawfull Money to be levied on his  
goods or Chattels Lands or Tenements and in want thereof upon his Body to y<sup>e</sup> Use of the  
thing that then was, his heirs or Successors if default was made in performing the condition  
of y<sup>e</sup> said Recognizance - which Condition follows in these words viz. the Condition of the  
foregoing Recognizance is such that if y<sup>e</sup> said John Morgan second do personally appear be-  
fore his Majesty's Justices at y<sup>e</sup> Court of General Sessions of y<sup>e</sup> peace to be holden at Springfield  
aforesaid for said County on y<sup>e</sup> last Tuesday of August next to answer to such matters as shall  
be objected against him on his Majesty's behalf particularly to y<sup>e</sup> Complaint of Mary  
Wright in which she Charges him with the Begetting a bastard Child upon her Body  
and prays for an Order of this Court to Oblige the said John in Maintaining said Child  
&c & shall do and Receive that which by said Court shall then be enjoined him thereon  
and not depart without Licence and be of y<sup>e</sup> good Behaviour in the mean time Then  
the foregoing Recognizance to be void otherwise in full force as by y<sup>e</sup> Record of y<sup>e</sup>  
Recognizance aforesaid in our said Inferiour Court of Common pleas before us to be  
produced is Manifest and appears - And whereas afterwards viz. at our Court of  
General Sessions of y<sup>e</sup> peace holden at said Springfield on y<sup>e</sup> last Tuesday of August afore-  
said in said thirty second year of our said Predecessor's Reign on y<sup>e</sup> Complaint aforesaid  
of y<sup>e</sup> before Named Mary Wright against the said John as is in y<sup>e</sup> foregoing Condition  
of



73  
D. R. or Morgan  
of the Recognizance aforesaid it was by the Justices of the said Court adjudged that the said John  
is the reputed Father of the said Child - & by the same Court it was then and there Ordered that  
the said John should stand chargeable with the Maintenance of the said Child with the said  
Mother (or Mary's) Assistance and that he should pay therefor to her the said Mary Quarterly  
in the following manner & proportion viz. for the first three Months next following the  
birth of the said Child (which was on the first Day of May then last preceding) three shillings  
Lawfull Money by the Week and from the end of said Term two shillings by the Week  
during the Court's pleasure - And also said Court then and there Ordered that the said  
John should give Security to the Town Treasurer of the Town of Springfield for the per-  
formance of the said Order and also that he the said John together with the said Mary  
give bond in a sufficient penal sum to the said Town Treasurer to save the said Town of  
Springfield free from charge for the Maintenance of the said Child and that the said John  
pay Costs - As by the Record of the said Adjudication and Order of the said Court of General  
Sessions of the peace in our said Inferiour Court to be produced is Manifest - And whereas  
by suggestion of the said Mary we understand that the said John hath failed of doing and per-  
forming what was by the said Court enjoined him as aforesaid in the premises and parti-  
cularly hath neglected to pay to the said Mary the Quarterly payment according to the Order  
aforesaid that became due and payable on the first Day of May current and all the six  
Quarterly payments which according to said Order should immediately <sup>have</sup> proceeded the same  
& the said John hath never given bond to the said Town Treasurer of Springfield to perform  
the said Order of paying the said Sum of two shillings a Week as aforesaid and hath not given  
Bond to the said Town Treasurer to save the said Town of Springfield free from charge for the Main-  
tenance of the said Child but hath wholly neglected to do it - Whereby the said Recognizance  
remain against the said John in its full strength and force and the Sum aforesaid is whol-  
ly forfeited to us & to be levied in manner as aforesaid for our Use & We being Willing to have  
the Sum aforesaid so due to us speedily paid - Command you that you Make known to the said  
John Morgan that he appear at our Next Inferiour Court of Common pleas to be hold-  
en at Springfield within and for our said County of Hampshire on the third Tuesday of  
May current then and there to shew cause (if any he have) wherefore Execution should not  
Issue against him for the Sum of forty pounds forfeited by him and due to us as aforesaid  
and further to do and Receive all that our same Courts before us shall then and there Consi-  
der concerning him in this Behalf and have there then this Writ as Witness Israel Wil-  
liams Esq. of Springfield & John Worthington Esq. for the said Lordy. Thing appears &  
the said John Morgan by Moses Bliss Gentleman his Attorney comes here & prays Judg-  
ment of the writ aforesaid and that if same may be abated and Dismissed because he say the  
said Writ is a Judicial Writ and it is not therein averred alledged or shewn that there  
is any Judgment or other Matter of Record of or Lying before this Court to be the Ground  
or foundation of the above writ which ought to have been done Secondly because there  
is not therein made or shewn any protest of the above mentioned Recognizance which says  
to have been done - Thirdly because it is not any where therein shewn or alledged that the  
Sum of the above mentioned Recognizance has ever been Declared or adjudged by any of his  
Majesty's Courts to be forfeited as ought to have been done - Fourthly because it is above  
alledged that the above Sum of the above mentioned Recognizance is forfeited to the Lord the King  
that now is whereas by the above shewing it appears the said Sum was forfeited to his late  
Majesty King George the Second if forfeited at all and ought so to have been alledged  
all which the said John is Ready to verify and prove & and thereof prays Judgment &c  
Thereupon



Thereupon all and singular the premises by y<sup>e</sup> Court now here being seen and fully understood }  
it appears to y<sup>e</sup> said Court now here that y<sup>e</sup> said Writ of y<sup>e</sup> said Lord y<sup>e</sup> thing against the said }  
John Morgan is bad and ought to be abated - It is therefore considered by y<sup>e</sup> Court now }  
here that y<sup>e</sup> said Writ be quashed and y<sup>e</sup> action is accordingly dismissed &

David Graue of Norfolk in y<sup>e</sup> County of Litchfield in y<sup>e</sup> Colony of Connecticut Yeoman pl<sup>t</sup> vs }  
Jacob Root Jun<sup>r</sup> of Granville in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case }  
for that said Jacob at said Granville on y<sup>e</sup> thirty first Day of August last past by his promi- }  
sary Note in writing under his hand of that Date for Vallue Received promised (by y<sup>e</sup> Name of }  
said Root) to pay the said David Graue the sum of forty pounds and five shillings Money }  
meaning Lawfull Money at or before the first Day of April then next ensuing the Date of said }  
Note with Interest till paid - yet y<sup>e</sup> said Jacob altho often thereunto Requested and Demand- }  
ed hath not fulfilled his said Promise or any part thereof but wholly denies to do it - To y<sup>e</sup> }  
Damage of y<sup>e</sup> said David & Fifty pounds - the said David by John Worthington Esq<sup>r</sup> his At- }  
torney appears - And the said Jacob being three times publicly called to come into Court }  
makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that }  
the said David do recover against y<sup>e</sup> said Jacob Forty two pounds and four pence of Lawfull }  
Money Damages and One pound sixteen shillings and one penny of like Money Costs }  
and he may have his Execution & - After all which now at this Term the said Jacob by }  
Cornelius Jones Gentleman his attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court }  
to be holden at Springfield within and for y<sup>e</sup> County of Hamp- }  
shire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as the Law directs }  
for y<sup>e</sup> said Jacob prosecuting his Appeal with Effect as by the said Recognizance on file appears &

Asa Smith of Granville in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Jacob Root Jun<sup>r</sup> of the same }  
Granville Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Jacob at said Granville on the fifteenth }  
Day of August last past by his promissary Note in writing under his hand of that Date for Val- }  
lue Received promised (by y<sup>e</sup> Name of Jacob Root) to pay to y<sup>e</sup> said Asa Smith or his Order the sum }  
of five pounds and One penny three farthings (Lawfull Money) and Demand with the }  
Lawfull Interest from y<sup>e</sup> Date of said Note till paid - yet y<sup>e</sup> said Jacob altho often thereto Re- }  
quested and Demanded hath not any way fulfilled his said promise or any part thereof but }  
wholly denies to do it - To y<sup>e</sup> Damage of y<sup>e</sup> said Asa & Seven pounds - the said Asa by John }  
Worthington Esq<sup>r</sup> his attorney appears - And the said Jacob being three times publicly cal- }  
led to come into Court makes default of appearance here - It is therefore considered }  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Asa do Recover against y<sup>e</sup> said Jacob five pounds four }  
shillings and Nine pence of Lawfull Money Damages and One pound sixteen shillings and }  
one penny Costs & - And he may have his Execution thereof & - After all which now }  
at this Term y<sup>e</sup> said Jacob by Cornelius Jones Gentleman his Attorney comes here and Appeals from }  
the Judgment of this Court now here to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield }  
within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he }  
Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Jacob prosecuting y<sup>e</sup> Appeal with Ef- }  
fect as by the said Recognizance on file appears &

John Harvey of Granville in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ebenezer Seaward Yeoman }  
and Joseph Miller Yeoman both of y<sup>e</sup> same Granville def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said }  
John Demands against y<sup>e</sup> said Ebenezer and Joseph Eleven pounds which they on y<sup>e</sup> twenty }  
fourth Day of August Anno Dom<sup>i</sup> 1763 by their Note for Vallue Received Jointly and Se- }  
verally promised y<sup>e</sup> said John to pay him at or before the first Day of May then next ensuing }  
with Interest & - the said John by John Worthington Esq<sup>r</sup> his Attorney appears and the }  
said



74 <sup>Harvey</sup> <sup>or</sup> <sup>Seaward</sup> <sup>Harvey</sup> said Ebenezer and Joseph being three times publicly called to come into Court make default of appearance here - It is therefore considered by the Court now here that the said John do recover against said Ebenezer and Joseph twelve pounds and three shillings of Lawfull Money Damages and One pound seventeen shillings and seven pence of like Money Costs of Suit &c And he may have his Exon &c - Exon Id 21<sup>st</sup> August 1765

<sup>Pease</sup> <sup>or</sup> <sup>Seaward</sup> Joseph Pease of Suffield in the County of Hampshire Yeoman pl<sup>t</sup> vs Ebenezer Seaward of Granville in said County Yeoman def<sup>t</sup> In a plea of Case wherein the said Joseph Demands against said Ebenezer One pound seventeen shillings and six pence which the said Ebenezer on y<sup>e</sup> twenty eighth Day of July Anno Dom<sup>i</sup> 1763 by his Note for Value Received promiss<sup>d</sup> said Joseph to pay him or his Order on Demand with Interest &c Also one other sum of Ten pounds ten shillings which said Ebenezer on the tenth Day of March Anno Dom<sup>i</sup> 1764 by one other Note for Value Received promiss<sup>d</sup> said Joseph to pay him or his Order by y<sup>e</sup> first Day of July then Next with Interest &c the said Joseph by John Worthington Esq<sup>r</sup> his Attorney appear and the said Ebenezer being three times publicly called to come into Court makes default of appearance here - It is therefore considered by the Court now here that said Joseph do recover against said Ebenezer thirteen pounds & two pence two farthings of Lawfull Money Damages and One pound eleven shillings and seven pence of like Money Costs of Suit &c he may have his Exon &c - Exon Id 27<sup>th</sup> July 1765

<sup>Cooley</sup> <sup>or</sup> <sup>Bedortha</sup> Abel Cooley Yeoman and Jacob Cooley Yeoman both of Springfield in y<sup>e</sup> County of Hampshire Executors of Last Will and Testament of Obadiah Cooley late of said Springfield Gentleman dec<sup>d</sup> pl<sup>t</sup> vs Joseph Bedortha Jun<sup>r</sup> of same Springfield Yeoman def<sup>t</sup> In a plea &c wherein said Executors Demand against said def<sup>t</sup> five pounds three shillings and two pence two farthings which said Executors he owes by reason of a Judgment had and obtained at y<sup>e</sup> Inferiour Court of Common pleas holden at Springfield on y<sup>e</sup> Last Tuesday of August Last past by said Obadiah then living against said defendant, which said Judgment remains unsatisfied & not reversed &c the said Executors by John Worthington Esq<sup>r</sup> their Attorney appear and the def<sup>t</sup> being three times publicly called to come into Court makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that said Executors do recover against the said def<sup>t</sup> five pounds three shillings and two pence two farthings of Lawfull Money & Debt and One pound five shillings and seven pence of like Money Costs &c And they may have their Execution thereof &c - Exon Id 27<sup>th</sup> June 1765

<sup>Dwight</sup> <sup>or</sup> <sup>West</sup> Nathaniel Dwight of Belkinstown in y<sup>e</sup> County of Hampshire Gentleman and a Deputy Sheriff under Oliver Partridge Esq<sup>r</sup> Sheriff of said County pl<sup>t</sup> vs the Proprietors of the Common and Undivided Lands in that part of y<sup>e</sup> Township of Deerfield in said County of Hampshire called y<sup>e</sup> South West Division def<sup>t</sup> In a plea of Case wherein the said Nathanael Demands against said Proprietors five pounds three shillings and five pence one farthing which said proprietor on y<sup>e</sup> Last Day of August Last past paid him and then promiss<sup>d</sup> to pay him on Demand to Ballance his said Nathaniel out of Labour and Service before that time for said Proprietors in Surveying &c the said Nathaniel by John Worthington Esq<sup>r</sup> his Attorney appear and the said proprietor being called &c make Default &c It is therefore considered &c that said Nathaniel do recover against said proprietor five pounds three shillings and five pence one farthing Damages and 1<sup>st</sup> 17<sup>th</sup> Costs &c And he may have his Exon &c - Exon Id 11<sup>th</sup> Sept<sup>r</sup> 1765



William White of Hinchdale in y<sup>e</sup> Province of New Hampshire Yeoman Ebenezer Dodd of Guilford in y<sup>e</sup> County of New Haven in y<sup>e</sup> Colony of Connecticut Yeoman and Mary his Wife (who was late Mary White) Thomas Chamberlain of Cowas in y<sup>e</sup> Province of New Hampshire Yeoman and Sarah his Wife who was late Sarah White which said Ebenezer & Thomas sue in Right of their said Wives p<sup>ts</sup> or Moses Cooke of Amherst in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of Entry on Disseisin in the post wherein they Demand against y<sup>e</sup> said Moses Cooke Thirty two Acres and half of Land lying in said Amherst bounding Southerly partly on Land of Isaac Goddard and partly on Land of said Moses Cooke Easterly on a high way North on Land of said Cooke West on y<sup>e</sup> Dividing Line between said Amherst and Hadley being part of a Lott of Land in y<sup>e</sup> first or Westerly Division of Lands now in Amherst which at y<sup>e</sup> time of y<sup>e</sup> Original Laying out thereof was in said Township of Hadley and was allotted & laid out to One John Taylor formerly of said Hadley deceased (then called John Taylorton) two hundred and forty rods in length & sixty eight rods and eleven feet in Breadth and bounds North on y<sup>e</sup> Lot in said Division Originally allotted and laid out to John Taylor then called Jun<sup>r</sup> and was son of y<sup>e</sup> same John Taylor Sen<sup>r</sup> and South on y<sup>e</sup> Lott in y<sup>e</sup> same Division Originally allotted and laid out to One Joseph Shank formerly of said Hadley deceased. Which Thirty two Acres and half is on y<sup>e</sup> Northerly side of y<sup>e</sup> said Lott first aforesaid with y<sup>e</sup> Appurtenances as y<sup>e</sup> Right & Inheritance of y<sup>e</sup> said William Mary and Sarah whereof Samuel Hawley of said Amherst Yeoman unjustly and without Judgment disseised John Taylor late of Hadley aforesaid deceased Grandson of y<sup>e</sup> said John Taylor Sen<sup>r</sup> Brother of y<sup>e</sup> half Blood of y<sup>e</sup> said William Mary and Sarah and whose Coheir they are and say that y<sup>e</sup> same John Taylor within forty years last past was seized of y<sup>e</sup> said Thirty two Acres and half of Land with y<sup>e</sup> Appurtenances in his own Right as of his Inheritance and Right in a peaceable time in y<sup>e</sup> Reign of y<sup>e</sup> Late King that then was taking y<sup>e</sup> profits thereof to y<sup>e</sup> Value of sixty shillings a year and y<sup>e</sup> said Samuel Hawley unjustly and without Judgment disseised him and from y<sup>e</sup> said John Taylor the Right to y<sup>e</sup> said Lands with y<sup>e</sup> Appurtenances descended and came to y<sup>e</sup> said William Mary and Sarah his Brother and Sister and Coheir as aforesaid, and that y<sup>e</sup> said Moses Cooke had no Entry into y<sup>e</sup> Lands aforesaid with the Appurtenances until after y<sup>e</sup> Disseisin which y<sup>e</sup> said Samuel Hawley unjustly and without Judgment made but y<sup>e</sup> said Moses now unjustly holds the same from y<sup>e</sup> said William Ebenezer and Mary Thomas and Sarah y<sup>e</sup> p<sup>ts</sup> to their Damage one hundred pounds. The p<sup>ts</sup> by John Worthington Esq<sup>r</sup>. their Attorney appear and y<sup>e</sup> said Moses comes here into Court and Vouches Joseph Taylor Yeoman and Moses Taylor Yeoman and Aaron Taylor Yeoman all of South Hadley in y<sup>e</sup> County of Hampshire and Samuel Taylor Yeoman and the Heirs of Joshua Taylor of said South Hadley Yeoman and Nathaniel Nettleson of Wilbraham in said County Yeoman and Hannah his Wife and Mary Brownson of Suffield in y<sup>e</sup> County aforesaid Widow which said Joseph Moses Aaron and Joshua Hannah and Mary are Children and Heirs of John Taylor late of Hadley in said County Yeoman deceased the Deed of which said John Taylor of said Demanded Lands with Warranty y<sup>e</sup> said Moses Cooke now has by which said Deed y<sup>e</sup> said John Taylor did bind himself and his heirs to Warrant y<sup>e</sup> said Demanded Lands with the Appurtenances to One Samuel Hawley and his assigns of which said Samuel Hawley the said Cooke is the Assignee. And y<sup>e</sup> said Cooke prays and Importune to y<sup>e</sup> Next Term of this Court that he may Summon the abovesaid Heirs of said John Taylor deceased to Warrant to him the said Demanded Lands with y<sup>e</sup> Appurtenances against y<sup>e</sup> Demands of y<sup>e</sup> within named Demandants. (Imean Strong Gentleman Attorney for y<sup>e</sup> said Moses Cooke) and it is granted it



75 It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Case be Continued to y<sup>e</sup> Next term  
Write of this Court to be held on y<sup>e</sup> Last Tuesday of August Next And y<sup>e</sup> said <sup>parties have</sup> a Day before this <sup>Court</sup> until  
Book { the same Last Tuesday of August Next be )

Hitchcock vs. Sepin den George Hitchcock of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Jonathan Sepin-  
den of Cambridge in y<sup>e</sup> County of Middlesex Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the  
said George Demands against y<sup>e</sup> said Jonathan fifteen pounds which y<sup>e</sup> said Jonathan on  
the fifteenth Day of March Last by his Note for Value Received promised y<sup>e</sup> said George to pay  
him on Demand or the said George by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup>  
said Jonathan being three times publicly called to come into Court makes default of  
Appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George do  
Recover against y<sup>e</sup> said Jonathan fifteen pounds of Lawfull Money Damages and  
two pound and one penny of like Lawfull Money Costs of Suit and he may have  
his Execution thereof. — — — — — Exec<sup>d</sup> 11<sup>th</sup> June 1765

Sumner adm<sup>r</sup> or Ferry { John Sumner of Eggestown in y<sup>e</sup> County of Dukes County Yeoman Administrator on the  
Estate of Edward Sumner late of Roxbury in y<sup>e</sup> County of Suffolk Felt Monger deceased pl<sup>t</sup> vs  
Benjamin Ferry of Enfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea that said  
Benjamin Render to y<sup>e</sup> said John Sumner Two hundred pounds which from him he  
unjustly detains and whereon said John says that at said Springfield on the twenty  
eighth Day of May Anno Dom<sup>i</sup> 1743 y<sup>e</sup> said Benjamin Ferry by his Bond under his hand  
and Seal of that Date in Court to be produced bound and obligd himself to y<sup>e</sup> said Edward  
Sumner then living in the sum of two hundred pounds Bills of y<sup>e</sup> Old Tenor Lawfull Money  
of New England (meaning two hundred pounds of y<sup>e</sup> Lawfull Money of y<sup>e</sup> province of y<sup>e</sup>  
Massachusetts Bay) to be paid to y<sup>e</sup> said Edward on Demand - yet y<sup>e</sup> said Benjamin though  
often Requested never paid y<sup>e</sup> same nor any part thereof to y<sup>e</sup> said Edward nor that he  
paid y<sup>e</sup> same to y<sup>e</sup> said John the Administrator since y<sup>e</sup> Death of y<sup>e</sup> said Edward tho<sup>t</sup> often  
Requested but unjustly detains y<sup>e</sup> same from him to y<sup>e</sup> Damage of y<sup>e</sup> said John in his  
said Capacity two hundred pounds. the said John by John Worthington Esq<sup>r</sup> his Attorney  
appears and y<sup>e</sup> said Benjamin by Moses Bliss Gentleman his Attorney comes here and con-  
fesses the forfeiture of y<sup>e</sup> said Bond Declared on And prays an equitable Chancery thereof.  
And after a hearing thereon by y<sup>e</sup> said parties Coram de It is considered by the Court now  
here that y<sup>e</sup> said John Sumner in his said Capacity do recover against the said Benja-  
min Twenty eight pounds twelve shillings and three pence one farthing of Lawfull Money  
Debt and four pound five shillings and three pence of like Money Costs &c And he may  
have his Execution thereof. — — — — — Exec<sup>d</sup> 12<sup>th</sup> July 1765

Smith vs. Willson Jonathan Smith of Granville in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs James Willson  
of Blandford in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the  
said Jonathan Demands against y<sup>e</sup> said James four pounds ten shillings which the said  
James on the Ninth Day of August Anno Dom<sup>i</sup> 1764 by his Note for Value Received pro-  
mised y<sup>e</sup> said Jonathan to pay him by the first Day of December then Next with Interest &c.  
the said Jonathan by John Worthington Esq<sup>r</sup> his Attorney appears and the said James being  
three times publicly called to come into Court makes default of Appearance here. It is  
therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Jonathan do recover against the said  
James four pounds six shillings and one penny Damages and one pound twelve shillings and  
seven pence Costs &c And he may have execution. — — — — — Exec<sup>d</sup> 30<sup>th</sup> 30<sup>th</sup> 1765

Worthington vs. Cooley John Worthington of Springfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> pl<sup>t</sup> vs Chas<sup>r</sup> Cooley of y<sup>e</sup>  
same Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said John Demands against y<sup>e</sup>



the said Eliakim. Ten pounds fifteen shillings and seven pence which y<sup>e</sup> said Eliakim by his Note on the second Day of May Anno Dom<sup>o</sup> 1760 promised y<sup>e</sup> said John to pay him on Demand with Interest & also one other sum of One pound seven shillings and three pence which y<sup>e</sup> said Eliakim on y<sup>e</sup> Eleventh Day of January Anno Dom<sup>o</sup> 1762 by his Note for Value Received promised y<sup>e</sup> said John to pay him on his Order on Demand and with Interest & the said John in his proper person appears and the said Eliakim being three times publicly called to come into Court makes default of appearance & it is therefore considered by the Court now here that y<sup>e</sup> said John do recover again y<sup>e</sup> said Eliakim Eleven pound six shillings and seven pence of Lawfull Money Damages and One pound five shillings and eleven pence of like Money Costs of suit and the said John may have his Execution thereof  
— — — — — Exon<sup>d</sup> 2<sup>d</sup> July 1765

John Horton of Springfield in y<sup>e</sup> County of Hampshire from an p<sup>l</sup>t vs Ebenezer Hitchcock of Boston from an and Charles Cotton from an both of Springfield aforesaid debt In a plea of the Case wherein the said John demands again y<sup>e</sup> said Ebenezer and Charles twenty pounds and fifteen shillings which they the said Ebenezer and Charles on the thirtieth Day of May last past by their Notes for Value Received promised y<sup>e</sup> said John to pay him in One Month with Interest & the said John by John Worthington Esq<sup>r</sup> his Attorney appears and the said Ebenezer and Charles being three times publicly called to come into Court make default of appearance here. It is therefore considered by the Court now here that y<sup>e</sup> said John do recover against y<sup>e</sup> said Ebenezer and Charles thirteen pounds nine shillings and eleven pence of Lawfull Money Damages and One pound eight shillings and one penny of like Money Costs of Court and he may have his Execution thereof. After all which now at this Term y<sup>e</sup> said Charles in his proper person for himself and the said Ebenezer comes here and appears from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September next And he Recognizes with sureties as aforesaid for prosecuting y<sup>e</sup> appeal with effect as by y<sup>e</sup> said Recognizance on file appears  
— — — — —

George Pymon of Springfield in y<sup>e</sup> County of Hampshire from an p<sup>l</sup>t vs John Root of Granville in y<sup>e</sup> County of aforesaid from an debt In a plea of the Case wherein the said George demands against the said John three pounds three shillings and five pence which y<sup>e</sup> said John on the first Day of December Anno Dom<sup>o</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said George to pay him on Demand with Interest & the said George by John Worthington Esq<sup>r</sup> his Attorney appears and the said John Root being three times publicly called to come into Court makes default of appearance here. It is therefore considered by the Court now here that y<sup>e</sup> said George do recover against the said John Root three pounds and nine shillings of Lawfull Money Damages and One pound eight shillings and five pence of like Money Costs of suit & he may have his Execution thereof  
— — — — — Exon<sup>d</sup> 1<sup>st</sup> May 1766

Joseph Pease of Suffield in y<sup>e</sup> County of Hampshire from an p<sup>l</sup>t vs Abiel Hamman of Ben. Pease diffied in y<sup>e</sup> County of Berkshire from an debt In a plea of the Case wherein the said Joseph demands against the said Abiel eight pounds sixteen shillings and seven pence 10 Balianes Quoniam (according to y<sup>e</sup> Account directed by y<sup>e</sup> p<sup>l</sup>t Writ) which y<sup>e</sup> said Abiel on y<sup>e</sup> thirteenth Day of April last past promised y<sup>e</sup> said Joseph to pay him on Demand & the said Joseph by John Worthington Esq<sup>r</sup> his Attorney appears and the said Abiel being three times publicly called to come into Court makes default of appearance here. It is therefore considered that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Abiel eight pounds sixteen shillings and seven pence Damages and one pound thirteen shillings & eleven pence Costs of suit and he may have Execution  
— — — — — Exon<sup>d</sup> 2<sup>d</sup> July 1765



76. <sup>76.</sup> Elijah Rogers of Springfield in the County of Hampshire Yeoman pl<sup>t</sup> vs Job Smith of the same  
Rogers County of Springfield Yeoman def<sup>t</sup>. In anlea of y<sup>e</sup> Case for that y<sup>e</sup> said Job a y<sup>e</sup> said Springfield on the  
Smith Twenty third Day of May last past by his Note of that Date for Vallue Received promised  
the said Elijah to pay him or his Order twenty pounds by y<sup>e</sup> first Day of December then  
next with Intrest till paid. Yet y<sup>e</sup> said Job tho often Requested hath never paid the  
same or any part thereof but Unjustly Neglected to pay Damage of the said Elijah as  
he faith Twenty five pounds - the said Elijah by John Worthington Esq<sup>r</sup> his Attorney Ap-  
pears - And y<sup>e</sup> said Job being three times publicly called to come into Court makes  
Default of Apperance here - It is therefore Considered by the Court now here that  
the said Elijah do recover against y<sup>e</sup> said Job twenty one pound four shillings of Law-  
full money Damages and One pound seven shillings of like Money Costs of Suit &  
and he may have his Execution thereof after all which now at this term the  
said Job by Cornelius Jones Gentleman his Attorney comes here and Appeals from  
the Judgment of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Spring-  
field on y<sup>e</sup> fourth Tuesday of September Next And he Recognizes with Sureties as  
the Law directs for y<sup>e</sup> said Jobs prosecuting y<sup>e</sup> Appeal with Effect as by the said Re-  
cognizance on file Appears - )

Bliss <sup>Bliss</sup> Reuben Bliss of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs George Hitchcock of y<sup>e</sup>  
Hitchcock County of Springfield Yeoman and a Deputy Sheriff Under Oliver Partridge Esq<sup>r</sup> Sheriff of the  
County aforesaid def<sup>t</sup>. In anlea of y<sup>e</sup> Case wherein y<sup>e</sup> said Reuben Demands against the  
said George Nine pounds thirteen shillings and ten pence which the said George on the  
first Day of September Anno Dom 1765 by his Note for Vallue Received promised the said  
Reuben to pay him or his Order on Demand with Intrest & the said Reuben by John  
Worthington Esq<sup>r</sup> his Attorney Appears - And the said George being three times publicly  
called to come into Court makes default of Apperance here - It is therefore Consider-  
ed by y<sup>e</sup> Court now here that y<sup>e</sup> said Reuben do recover against y<sup>e</sup> said George ten pounds four-  
teen shillings and two pence of Lawfull Money Damages and One pound five shillings  
and five pence of like Money Costs of Suit and he may have his Execution thereof ag-  
t the said George - Ordn<sup>d</sup> 12<sup>th</sup> July 1765

Jones <sup>Jones</sup> David. Jones of Wilbraham in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs John Stinson of  
Stinson Springfield in said County Yeoman In a plea of y<sup>e</sup> Case for that Whereas the said David at  
said Springfield on y<sup>e</sup> Last Day of August last past at y<sup>e</sup> Special Instance and Request of y<sup>e</sup>  
said John bargained sold and Delivered to y<sup>e</sup> said John his y<sup>e</sup> said David half part in Coman &  
Undivided (with y<sup>e</sup> other half belonging to one Gideon Cooley) of a Large flat Bottomed  
Boat called a falls Boat for y<sup>e</sup> Vallue of five pounds Lawfull money to be paid in Boat-  
ing up Menhandire up Connecticut River he y<sup>e</sup> said John then and there in Considera-  
tion thereof promised y<sup>e</sup> said David to pay him the Vallue of five pounds Lawfull money  
in Boating Menhandire up Connecticut River from Connecticut to Springfield when-  
ever he should be afterwards thereto Required. And the said David says that on the eighteenth  
Day of November last past he had at Hartford and Weatherfield the Connecticut Merchan-  
dize to be Boated to said Springfield the Boating of which would have been of y<sup>e</sup> Vallue  
of y<sup>e</sup> said sum of five pounds of which y<sup>e</sup> said David then and there gave Notice to the said  
John and Requested him to boat up the same for him yet the said John then and there  
utterly Neglected and Refused so to do and tho often Requested hath never fulfilled  
his



his said promise. And also for that y<sup>e</sup> said John at y<sup>e</sup> said Springfield on y<sup>e</sup> Last Day of November Jones  
his last being fully Indebted to y<sup>e</sup> said David in other five pounds for one other half of y<sup>e</sup> said <sup>or</sup> <sup>Hampson</sup>  
of a falls Boat before that time at y<sup>e</sup> special instance and Request of y<sup>e</sup> said John there  
told him by the said David he the said John in Consideration thereof then and there  
promised y<sup>e</sup> said David to pay him if come on Demand yet y<sup>e</sup> said John tho. often Requested  
never performed either of his said promises but unjustly Neglected y<sup>e</sup> said David  
maye of y<sup>e</sup> said John as he faith Ten pounds — the said David by John Worthing-  
ton Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said John by Moses Belding Esq<sup>r</sup> his Attorney  
comes here And the said parties by their said Attorneys Agree with leave of this Court  
that the Case be left to y<sup>e</sup> final Determination and Award of Mess<sup>rs</sup> James Simes Reuben  
Belding and Daniel Harris Arbitrators mutually Chosen or any two of them to be returned  
in this Court as soon as may be, and that their said Submission and Agreement be  
made a Rule of this Court — And it is Granted And the said Arbitrators are Required to  
hear the parties touching y<sup>e</sup> promises make their Award therein and Return the same into  
this Court at y<sup>e</sup> Next term thereof on y<sup>e</sup> Last Tuesday of August Next And y<sup>e</sup> said parties have  
the same Day before the Court. And y<sup>e</sup> Case is Continued to y<sup>e</sup> same time —

Benjamin Day of Springfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Moses Belding Day  
ing of Hindsdale in y<sup>e</sup> province of New Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case } Belding  
wherein y<sup>e</sup> said Benjamin Demands against y<sup>e</sup> said Moses five pounds Nine shillings  
and Eleven pence which the said Moses on y<sup>e</sup> Twenty second Day of July Anno Dom<sup>i</sup>  
1763 by his Note for Value Received promised y<sup>e</sup> said Benjamin to pay him on Demand  
with Interest — the said Benjamin by John Worthington Esq<sup>r</sup> his Attorney appears  
and the said Moses being three times publicly called to come into Court makes default of ap-  
pearance here — It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Benjamin do  
recover Against y<sup>e</sup> said Moses six pounds and two shillings of Lawfull Money Da-  
mages and One pound thirteen shillings and seven pence of like Money Costs And  
he may have his Execution thereof — — — — — Exon Id<sup>2</sup> May 1766.

John Hale of Springfield in the County of Hampshire Yeoman and Sarah his Wife (who was Hale  
late Sarah then and Samuel then of said Springfield Yeoman which said Samuel and Sarah  
are Executors of y<sup>e</sup> Last Will and Testament of Samuel then late of said Springfield Geo. } Belding  
man deceased pl<sup>t</sup> vs Abner Fowley of Brimfield in y<sup>e</sup> same County of Hampshire Geo.  
man def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Executors Demand against the said Abner  
Four pounds Nine shillings and two farthings (which y<sup>e</sup> said Executors Demand) by reason  
of a Judgment had and Obtained by y<sup>e</sup> said Testator in y<sup>e</sup> Inferiour Court of Common Pleas  
on y<sup>e</sup> Last Tuesday of August in y<sup>e</sup> Twenty Ninth Year of y<sup>e</sup> Reign of y<sup>e</sup> Late King George  
Second in the said Testator then living which said Judgment is not in any part satisfied  
— The pl<sup>t</sup> by John Worthington Esq<sup>r</sup> their Attorney appears And y<sup>e</sup> said Abner being threetimes  
publicly called to come into Court makes Default of appearance — It is therefore Consi-  
dered by y<sup>e</sup> Court now here that y<sup>e</sup> said Executors do recover against y<sup>e</sup> said Abner four pounds  
Nine shillings and two farthings of Lawfull Money Damages and £ 10-11 Costs of Court  
And they y<sup>e</sup> said pl<sup>t</sup> in their said Capacity may have Execution — — — — — Exon Id<sup>2</sup> July 1765

Jonathan Moon of Brimfield in y<sup>e</sup> County of Worcester Yeoman pl<sup>t</sup> vs John Ingersoll of } Moon  
South Brimfield in the County of Hampshire Yeoman def<sup>t</sup> In a plea of the Case wherein } Ingersoll



77 the said Jonathan Demands against the said John Four pounds Eighteen shillings &  
Moon } three farthings which y<sup>e</sup> said John on y<sup>e</sup> twentieth Day of August Anno Dom 1764  
Ingersoll } by his Note for Value Received promised y<sup>e</sup> said Jonathan to pay him or his Order by  
the first Day of April then Next with Interest &c - the said Jonathan by John Worthing-  
ton Esq<sup>r</sup> his Attorney appears - And the said John Ingersoll being three times pub-  
licly called to come into Court now here makes default of appearance. It is there-  
fore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Jonathan do recover against the  
said John Ingersoll Five pounds two shillings and six pence of Lawfull Money Da-  
mages and One pound Eighteen shillings and three pence of like Money Costs &c And he  
may have his Execution thereof - - - - - Exec<sup>d</sup> 6<sup>th</sup> August 1765

Worthington } John Worthington Esq<sup>r</sup> of Springfield in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Heber Miller of y<sup>e</sup>  
Esq<sup>r</sup> } same Springfield yeoman def<sup>t</sup> In a plea y<sup>e</sup> Case wherein the said John Demands a-  
Miller } gainst y<sup>e</sup> said Heber two pounds thirteen shillings and eleven pence which the said  
Heber on the Twentieth Day of September Anno Dom 1763 by his Note for Val-  
ue Received promised y<sup>e</sup> said John to pay him on Demand with Interest &c the  
said John by himself in his proper person appears - And the said Heber being  
three times publicly called to come into Court makes default of appearance here  
It is therefore considered by this Court now here that y<sup>e</sup> said John do recover against  
the said Heber two pounds Nineteen shillings and four pence of Lawfull Money  
Damages and One pound six shillings and three pence of like Money Costs of  
Suit And he may have his Execution thereof - - - - - Exec<sup>d</sup> 12<sup>th</sup> July 1765

Heber } Isaac Heber of Salisbury in y<sup>e</sup> County of Wiltshire in the colonies of Connecticut yeoman  
Shelden } pl<sup>t</sup> vs Dan Shelden of Northampton in y<sup>e</sup> County of Hampshire yeoman def<sup>t</sup> In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Isaac Demands against y<sup>e</sup> said Dan two pounds seven shil-  
lings and eleven pence which y<sup>e</sup> said Dan by his Note for Value Received promised the  
said Isaac to pay or his Order by y<sup>e</sup> sixteenth Day of March then Next with Interest &c  
the said Isaac by John Worthington Esq<sup>r</sup> his Attorney appears - And the said Dan being  
three times publicly called to come into Court makes default of appearance here  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Isaac do recover against y<sup>e</sup>  
the said Dan two pounds eight shillings and two pence of Lawfull Money Damages &  
two pounds three shillings and seven pence of like Money Costs of Court And he may  
have his Execution thereof - - - - - Exec<sup>d</sup> 12<sup>th</sup> July 1765

Wright } Whereas the Sheriff of y<sup>e</sup> County of Hampshire heretofore has been commanded to summon  
Smith } Jonathan Smith of Granville in y<sup>e</sup> County of Hampshire yeoman to appear here And shew  
Cause wherefore Execution should not be granted against y<sup>e</sup> said Jonathan to Thomas  
Wright of Brookfield in y<sup>e</sup> County of Worcester yeoman (Administrator on y<sup>e</sup> Estate of  
Gershom Wright late of Westfield in y<sup>e</sup> County of Hampshire yeoman deceased) upon a  
Judgment had and obtained in y<sup>e</sup> Inferiour Court of Common Pleas for y<sup>e</sup> said Coun-  
ty of Hampshire on y<sup>e</sup> Last Tuesday of August last for y<sup>e</sup> Sum of One pound five shillings  
for his y<sup>e</sup> said Gershom's Costs in defending himself against y<sup>e</sup> Suit of y<sup>e</sup> said Jonathan there  
And y<sup>e</sup> said Sheriff now returns that he has summoned y<sup>e</sup> said Jonathan & the said Thomas  
by John Worthington Esq<sup>r</sup> his Attorney appears And the said Jonathan being three  
times publicly called makes default &c It is therefore considered by the Court now  
here that y<sup>e</sup> said Thomas in his said Capacity may have his Execution for y<sup>e</sup> said Sum of  
one pound five shillings with his Costs of this prosecution taxed at 1s 17d - - - - - Exec<sup>d</sup> 12<sup>th</sup> July 1765



Sarah Dwyer of Springfield in the County of Hampshire Esq: pl: vs Nathaniel Pease  
of Mansfield in y<sup>e</sup> said County Yeoman def: In a plea of Case for that y<sup>e</sup> said Nathaniel  
at said Springfield on y<sup>e</sup> Eleventh Day of August Anno Dom 1761 by his Note  
in Writing Under his hand of that Date for Value Received promised said Sarah  
to pay him or his Order Forty seven pounds six shillings and three pence two farthings  
on Demand with Interest for y<sup>e</sup> same till paid - which he has not done in the said  
Sarah by John Worthington Esq: his Attorney appears and the said Nathaniel be-  
ing three times publickly called to come into Court makes Default of Appearance  
here It is therefore considered by the Court now here that y<sup>e</sup> said Sarah do recover  
against said Nathaniel thirty seven pounds and five shillings of Lawfull Money Damages  
and One pound eight shillings and three pence Costs of Court And he may have  
Execution thereof After all which now at this Term the said Nathaniel by Cornelius  
Jones Gentleman his Attorney comes here and Appeals from y<sup>e</sup> Judgment of this  
Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for  
County of Hampshire on the fourth Tuesday of September Next and he Recognizes  
with Sureties as the Law directs for y<sup>e</sup> said Nathaniel, prosecuting his Appeal with Effect  
as by y<sup>e</sup> same Recognizance on file appears

William Dwyer of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl: vs Joseph Hamard of Springfield  
in y<sup>e</sup> said County Yeoman def: In a plea of Case for that said Joseph at said Springfield  
on the 11th Day of January Anno Dom 1763 by his Note Under his hand of that Date for Value  
Received promised said Dwyer to pay him four pounds Ten shillings and Nine pence Money on Demand  
with Interest till paid in the said Dwyer by John Worthington Esq: his Attorney appears And the  
said Joseph being three times publickly called to come into Court makes Default of Appearance  
here It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Dwyer do recover against the  
said Joseph five pounds three shillings and four pence of Lawfull Money Damages &  
One pound eight shillings and eleven pence of Like Money Costs And he may have  
Execution thereof After all which y<sup>e</sup> said Joseph by Cornelius Jones Gentleman his  
Attorney comes here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court  
of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire and  
he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Joseph, prosecuting the Appeal  
with Effect as by y<sup>e</sup> said Recognizance on file appears

John Chandler of Worcester in y<sup>e</sup> County of Worcester Esq: Executor of y<sup>e</sup> Last Will and Testament  
of John Chandler late of Worcester aforesaid Deceased pl: vs Samuel Trissel late of Bernardston in the  
County of Hampshire Yeoman def: In a plea of Case wherein the said John y<sup>e</sup> Executor de-  
mands against y<sup>e</sup> said Samuel One pound fourteen shillings which the said Samuel on the  
thirtieth Day of April Anno Dom 1760 by his Note for Value Received promised y<sup>e</sup> said John  
the Testator to pay him or his Order on Demand with Interest in the said John y<sup>e</sup> Executor  
by John Worthington Esq: his Attorney appears and the said Samuel being three times pub-  
lickly called to come into Court makes Default of Appearance here It is therefore  
considered by the Court now here that y<sup>e</sup> said John the Executor in his said Capacity  
do recover against y<sup>e</sup> said Samuel three pounds four shillings and Nine pence of  
Lawfull Money Damages and two pounds eight shillings and six pence of Like Mo-  
ney Costs And he may have Execution thereof From 11th July 1763

Thomas Gly Yeoman and Simon Gly Yeoman both of Springfield in the County of Hampshire  
pl: vs Elijah Rogers of said Springfield Yeoman def: In a plea that y<sup>e</sup> said Elijah renders  
to y<sup>e</sup> said Thomas and Simon Eighty five shillings which to them he owes and from unjustly de-  
tains and whereupon they say that a said Springfield on y<sup>e</sup> Twenty sixth Day of September last  
past the said Elijah with force and Arms broke and entered one Close of y<sup>e</sup> pl: there and being



78 entered did then and there with force and arms fell and cut down one large Oak tree of  
Elyon plaintiffs then and there growing in their said Close of y<sup>e</sup> Dimensions of two feet Diameter & more  
and which Tree then contained a large swarm of y<sup>e</sup> p<sup>ts</sup> Bees lodged in a cavity thereof with  
Nogen) Thirty weight of Honey by y<sup>e</sup> same Bees hoarded in their Comb stored and Deposited in said  
Tree where they had their Residence and which Tree was of y<sup>e</sup> Value of fifteen shillings which  
said cutting said tree is Against y<sup>e</sup> peace And Contrary to one Law of this province in pursu-  
ance in the Twelfth year of y<sup>e</sup> Reign of the late King George the first made and provided and  
Entitled an Act in Addition to and for Rendering more effectual an Act made in the Tenth  
year of King William the Third intituled an Act to prevent Treppases by means of which  
cutting and by Virtue of y<sup>e</sup> said Additional Act the said Elijah hath forfeited to y<sup>e</sup> said Thomas  
and Simeon the Sum of forty shillings and Treble y<sup>e</sup> Value of y<sup>e</sup> said Tree amounting  
in y<sup>e</sup> whole to four pounds five shillings and Action Arises to y<sup>e</sup> said Thomas and Simeon  
to Demand and have y<sup>e</sup> same of y<sup>e</sup> said Elijah - yet tho often Requested the said Elijah  
hath never paid y<sup>e</sup> same or any part thereof but Unjustly Neglected it to their Damage as  
they say five pounds - The said Thomas and Simeon by John Worthington Esq<sup>r</sup> their attor-  
ney appear - And y<sup>e</sup> said Elijah by Cornelius Jones Gentleman his Attorney comes here  
and Defends & and says that he Owes the p<sup>ts</sup> Nothing in Manner and form as the p<sup>ts</sup>  
in their Declaration have Alledged and thereof puts himself on y<sup>e</sup> Country - And the said  
p<sup>ts</sup> by their said Attorney likewise do the same - And after a full hearing of the  
said parties by their said Attorneys Counsel learned in the Law the Case the Case was  
Committed to y<sup>e</sup> Jury Mr Jonathan Worthington foreman and his fellows who Return  
their Verdict therein and on their Saturday that they find for the p<sup>ts</sup> two pounds  
and three pence Debt and Costs of Court - It is therefore Considered by the Court now  
here that y<sup>e</sup> p<sup>ts</sup> do recover against y<sup>e</sup> said Elijah two pounds and three pence of Law-  
full money Debt And two pounds seventeen shillings of like Money Costs of Court  
they may have their Execution thereof - Given At 10<sup>th</sup> Sept<sup>r</sup> 1765

Frost  
or  
Lambert Joseph Frost of Manson in the County of Hampshire Yeoman p<sup>ts</sup> vs Daniel Lamb of Milbra-  
ham Yeoman and Eliakim Cooley of Springfield Yeoman both in said County of Hampshire  
deft<sup>s</sup> In an plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demands against the defts two pounds  
sixteen shillings which y<sup>e</sup> defts on y<sup>e</sup> Thirtieth Day of April Anno Dom<sup>i</sup> 1764 by their  
Note for Value Received promise One Thomas Williston to pay him or his Order on De-  
mand with Interest & which said Note y<sup>e</sup> said Thomas Indorsed over to y<sup>e</sup> said Joseph  
the said Joseph by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Eliakim not  
being summoned does not appear And y<sup>e</sup> said Daniel being three times publickly called  
to come into Court makes default of Apperance here - It is therefore Considered by  
the Court now here that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Daniel two pounds  
Nineteen shillings and eight pence of Lawfull Money Damages and Costs And he  
may have his Execution thereof y<sup>e</sup> said Costs Taxable in that y<sup>e</sup> Given At 12<sup>th</sup> July 1765

Worthing- John Worthington of Springfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> p<sup>ts</sup> vs James Nivins of Green-  
ton Esq<sup>r</sup> with in y<sup>e</sup> said County of Hampshire Gentleman deft<sup>s</sup> In an plea of y<sup>e</sup> Case wherein the said John  
Nivins Demands against y<sup>e</sup> said James seven pounds and eleven pence which the said James on y<sup>e</sup>  
Twenty fifth Day of October Anno Dom<sup>i</sup> 1764 by his Note for Value Received promise said John to  
pay him on Demand with Interest & the said John in his proper person appears And the  
said James being three times publickly called to come into Court makes default of Apperance  
here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover Against the  
said James seven pounds five shillings and ten pence of Lawfull Money Damages and one  
pound nine shillings and five of like Money Costs - And he may have his Executi-  
on thereof - Given At 12<sup>th</sup> July 1765



James Mirich of Nanton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Nathan Smith Lot<sup>y</sup> } Mirich  
of Springfield in y<sup>e</sup> County of Hampshire Yeoman now of New Malborough in the County } Smith  
of Hampshire def<sup>t</sup>. In a plea of debt wherein y<sup>e</sup> said James Mirich Demands against y<sup>e</sup> said  
Nathan Smith Twelve pounds seven shillings and six for Store Sheep and Wooll which y<sup>e</sup> said  
Nathan on y<sup>e</sup> Seventeenth Day of May Anno Dom<sup>o</sup> 1760 by his Note for Value Received promised  
y<sup>e</sup> said James to pay deliver to him at or before the Seventeenth Day of May then Next &c  
and y<sup>e</sup> said James does not now appear to prosecute y<sup>e</sup> action aforesaid and y<sup>e</sup> said Nathan comes  
and prays that he may have his Costs adjudged him &c. It is therefore Considered by y<sup>e</sup> Court now  
here that y<sup>e</sup> said Nathan do recover against y<sup>e</sup> said James One pound fourteen shillings and five  
pence for his y<sup>e</sup> said Nathan's Costs in defending himself against y<sup>e</sup> said Suit of y<sup>e</sup> said James And he may  
have his Execution thereof. ————— Exon<sup>d</sup> 12<sup>th</sup> July 1765

Benajah Stevenson of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Eliha as well for y<sup>e</sup> Lord the } Thing  
of said County of Hampshire Yeoman def<sup>t</sup> who is prosecuted by y<sup>e</sup> said Eliha as well for y<sup>e</sup> Lord the } or  
for himself. In a plea wherein y<sup>e</sup> said Benajah on y<sup>e</sup> Last Day of September Anno Dom<sup>o</sup> 1764 } Stevenson  
brought and Imported into this Province of y<sup>e</sup> Massachusetts Bay by Water Carriage from  
the Colony of Connecticut into y<sup>e</sup> Town of Springfield aforesaid sixteen Gallons of Rum being then  
not Licensed or permitted to sell Rum according to the Law of this Province aforesaid in such Cases  
provided and did not within twenty four hours next after y<sup>e</sup> Importation of said Rum pay or se-  
cure to y<sup>e</sup> Collector or Collectors of Excise for said County or to any of them y<sup>e</sup> Duties or Excise due on  
said Rum in Contempt of y<sup>e</sup> Lord y<sup>e</sup> King and against one Law of y<sup>e</sup> Province aforesaid in such  
Cases made and provided and whereon y<sup>e</sup> said Eliha who prosecutes as well for y<sup>e</sup> Lord y<sup>e</sup> King as for him-  
self says that y<sup>e</sup> aforesaid Benajah on y<sup>e</sup> said last Day of September in y<sup>e</sup> Year aforesaid being not Licensed  
or permitted to sell or Import any Rum or Spirit distilled did bring and Import by Water Carriage  
from y<sup>e</sup> said Colony of Connecticut into Springfield in said County & Province sixteen Gallons of Rum  
for private Consumption and that said Benajah did not within twenty four hours Next after the  
Importation of said Rum or ever afterwards pay or secure to y<sup>e</sup> Collector of Excise for y<sup>e</sup> said County  
or to any Collector of Excise for y<sup>e</sup> said County y<sup>e</sup> Duties or Excise due on said Rum or any part there-  
of in Contempt of y<sup>e</sup> Lord y<sup>e</sup> King and against y<sup>e</sup> form and Effect of one Law of y<sup>e</sup> said Province  
whereby y<sup>e</sup> said Eliha says that by Virtue of one Law of y<sup>e</sup> Province aforesaid in such Cases pro-  
vided) the said Benajah forfeited and became liable to pay a fine of four pounds Lawfull Money  
of y<sup>e</sup> said Province and also Treble Excise on y<sup>e</sup> Rum Imported as aforesaid One third part there-  
of to y<sup>e</sup> Use of y<sup>e</sup> Province aforesaid and two thirds to him that Informs and Sues for y<sup>e</sup> same which  
said Forfeiture amounting in y<sup>e</sup> whole to y<sup>e</sup> sum of five pounds twelve shillings the said Benajah hath  
never paid or any part thereof & has Damaged y<sup>e</sup> said Eliha as he saith Ten pounds. The said Eliha  
having commenced the aforesaid Suit against the said Benajah but not appearing here to  
prosecute the same hath been ordered to appear and now saith he will not prosecute his  
Suit Against y<sup>e</sup> said Benajah and y<sup>e</sup> said Benajah comes here and prays that his Costs in thus far  
prosecuting himself against y<sup>e</sup> said Suit aforesaid may be adjudged him by this Court now here. It is there-  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Benajah do recover against y<sup>e</sup> said Eliha One pound  
& Lawfull Money Costs &c And he may have his Execution thereof. ————— Exon<sup>d</sup> 12<sup>th</sup> July 1765

Joseph Hubbard of Hadley in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Isaac Wright Executor of y<sup>e</sup> Last } Hubbard  
Will and Testament of Heremiah Wright late of Northampton in said County Shopkeeper deceased def<sup>t</sup>. } Wright  
In a plea of debt wherein y<sup>e</sup> said Joseph Demands against y<sup>e</sup> said Executor Eight pounds which y<sup>e</sup> said Executor  
him living promised to pay him on Demand for Articles of Book Account amounting to y<sup>e</sup> sum of  
£4 Ann<sup>d</sup> 1752 pl<sup>t</sup> with — The said Joseph <sup>Hubbard having commenced the aforesaid Suit against the said Wright</sup> ~~by his Note for Value Received~~ <sup>and failed to</sup> ~~prosecute y<sup>e</sup> said action~~ and y<sup>e</sup> said Executor by Simeon Strong Gentleman his attorney  
comes here and prays for his Costs — It is Considered that y<sup>e</sup> said Executor do recover against y<sup>e</sup> said Joseph  
One pound five shillings and five pence Costs &c And he may have his Execution thereof.



79 Esq<sup>r</sup> honourable his Majesty's S<sup>r</sup>g<sup>t</sup> Inferiour Court of Common Pleas Next to be holden at Spring  
Green field in and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> first Tuesday of May Anno Dom<sup>i</sup> 1765.  
Whelwright Joseph Green of Boston in y<sup>e</sup> County of Suffolk Merchant complains of Nathaniel Wheeler  
wright of said Boston Merchant. In a plea of Trespass on y<sup>e</sup> Case for that said Nathaniel  
at Hatfield within mentioned on y<sup>e</sup> twenty fifth Day of December Anno Dom<sup>i</sup> 1762 by  
his Note of Hand by him made and subscribed for Value Received of y<sup>e</sup> said Joseph did the  
and there promise y<sup>e</sup> said Joseph to pay him or his Order In Treasury Receipts (meaning  
Notes of y<sup>e</sup> Treasury of this province) payable in June Anno Dom<sup>i</sup> 1763 or at any other mor  
distant Period as he the said Joseph should choose the sum of Nine hundred and twenty  
Eight Pounds on Demand with Intrest therefor till paid Now y<sup>e</sup> said Joseph in fact says  
that he at a place called Boston in Hatfield aforesaid on y<sup>e</sup> fifth Day of Feby 1765 re-  
quested the said Nathaniel to pay him y<sup>e</sup> said Joseph y<sup>e</sup> same sum with y<sup>e</sup> Intrest thereof  
in Treasury Receipts that were payable in June 1763. but y<sup>e</sup> said Nathaniel hath not paid y<sup>e</sup>  
said Joseph y<sup>e</sup> same sum nor y<sup>e</sup> Intrest thereof in such Receipts as aforesaid but Neglects it &  
hath absconded and withdrawn himself out of this province and so conceals himself of  
his goods and estate that Neither of them can become at to be Attached by y<sup>e</sup> Damage of y<sup>e</sup>  
said Joseph the sum of twelve hundred Pounds the above Declaration on y<sup>e</sup> 12<sup>th</sup> Day of  
February 1765 was Received and filed in y<sup>e</sup> Clerks Office of this Court.  
And afterwards on y<sup>e</sup> twenty first Day of February aforesaid Oliver Partridge Esq<sup>r</sup> Sherif of  
Obediah Dickinson Esq<sup>r</sup> keeper both of Hatfield aforesaid Assizes and Justices of y<sup>e</sup> peace  
named Nathaniel Whelwright an absconding Debtor were summoned in due form  
of Law to answer to y<sup>e</sup> said Joseph Green on his Declaration above said against y<sup>e</sup> said Natha-  
niel Whelwright for not paying him y<sup>e</sup> said Joseph y<sup>e</sup> sum of Nine hundred and twenty Eight  
pounds with Intrest the said Oliver and Obediah having Goods Effects and Credits of the  
said Nathaniel's of more than that Value in their hands which they Refuse to expose to  
view so as to be Attached. For y<sup>e</sup> Damage of y<sup>e</sup> said Joseph the twelve hundred pounds & — and  
the said Nathaniel in due form of Law has been served with a Copy of y<sup>e</sup> said Com<sup>r</sup> Laint  
and Declaration & the pl<sup>t</sup> by John Worthington Esq<sup>r</sup> his Attorney <sup>by y<sup>e</sup> said Justice</sup> appears and now  
agreeable to one Law of this Province it is Considered that y<sup>e</sup> Case be continued to the  
next Term of this Court &c — — —

The foregoing Judgments and Orders  
were entered up in manner aforesaid  
and then the said Court was adjourned  
without Day

Attest W<sup>m</sup> Williams Clerk.



At his Majesty's Court of General Sessions of Peace begun and held at Spring-  
field within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> Third Tuesday of May (being the  
Twentyfirst Day of y<sup>e</sup> said Month) and so Declie in Diem to y<sup>e</sup> Twenty of the Day of  
the same Month Anno Domini 1765

Court of  
Sessions  
May  
1765

Present of the Justices of y<sup>e</sup>  
said Court who attended y<sup>e</sup>  
number of Days annexed to  
their respective Names

Israel Williams Esq<sup>r</sup> 4 1/2  
John Worthington Esq<sup>r</sup> 4 1/2  
Josiah Dwight Esq<sup>r</sup> 4 1/2  
Timothy Dwight Jun<sup>r</sup> Esq<sup>r</sup> 4 1/2  
Thomas Williams Esq<sup>r</sup> 4 1/2  
Eldad Taylor Esq<sup>r</sup> 1/2  
Daniel Bush Esq<sup>r</sup> 2

Jury for Trials  
Jonathan Worthington foreman  
Nobes Leonard  
Elijah Hunt  
Elias Sheldon  
Joseph Smith  
Benjamin Saxton  
Noah Dewey  
Samuel Worthington  
Nathl Ingram  
Joshua W. Matter  
Samuel Nixell  
in y<sup>e</sup> Case of Rex vs  
Kentfield deSalle  
James Locke

Grand Jury  
Col. Seth Pomeroy foreman  
Daniel White  
Thos Stebbins  
Eliab Strong abent  
John Barman  
James Porter  
Daniel Moseley  
David Field abent  
Moses Billing  
Samuel Hunt  
Adonijah Russell  
Daniel Moody  
Peter Smith  
Thomas Gibbs  
Wm Croft  
James Breckenridge  
William Throax Jun<sup>r</sup>  
Jeremiah Measham  
Timothy Robinson  
Humphrey Needham  
This Jury attended 15 Days  
W. Sheriff Miller attended 15 Days

The Inhabitants of y<sup>e</sup> Town of Westfield on presentment made for Default of maiming due  
Reparation of a certain Road (as Recorded at y<sup>e</sup> last November Term) and who then said they would  
not Contend and y<sup>e</sup> said presentment being continued to this Term for Consideration by the said  
Inhabitants being called come here by Eldad Taylor Esq<sup>r</sup> and y<sup>e</sup> Court being now certified that y<sup>e</sup> same  
Roads are repaired — It is Ordered that y<sup>e</sup> said Inhabitants for their Neglect and Default shall pay  
a fine of Ten shillings to be pay<sup>d</sup> to the King and Costs be taken at £ 2 4 and be on is ordered for y<sup>e</sup> same

John Worthington Esq<sup>r</sup> Attorney for y<sup>e</sup> Lord y<sup>e</sup> King in this behalf comes here and gives this Court to  
Understand and be informed that Samuel Hyde of Pelham in y<sup>e</sup> said County from an in the  
Night Next following the Third Day of May Instant did with force and arms privately and  
Secretly and in y<sup>e</sup> Night time let in and break a Large Log against one of y<sup>e</sup> Doors of y<sup>e</sup> Dwelling  
house of William Cornuey of y<sup>e</sup> said Pelham from an and did also let in and break as aforesaid  
a Large Log against another of y<sup>e</sup> Doors of y<sup>e</sup> said House all with Intent to go through and  
under y<sup>e</sup> passage through y<sup>e</sup> Doors aforesaid and also that said Hyde on y<sup>e</sup> same Night did with  
force and arms and Secretly as aforesaid take six shirts of Goods and Chattels of y<sup>e</sup> said William  
from a fence near his house aforesaid where they were then hanging and y<sup>e</sup> same shirts  
said Hyde did then and there in y<sup>e</sup> manner aforesaid throw on y<sup>e</sup> ground or rowl in the Dirt  
that said shirts were thereby much Dammed also that said Hyde did then and there in like  
manner break and destroy fourteen goose Eggs the proper Goods & Chattels of y<sup>e</sup> said William then be-  
ing in y<sup>e</sup> said Williams barn and also then and there with like force and Secrecy throw down twenty  
rods of fence partly surrounding one Close of William Cornuey of y<sup>e</sup> said Pelham from an and  
did then and there take off from y<sup>e</sup> Dinger (with force and arms and Secretly as aforesaid break  
door from y<sup>e</sup> barn of William Cornuey of y<sup>e</sup> said Pelham from an and y<sup>e</sup> same door put under Water  
in a pond there and heaped Stones on y<sup>e</sup> same to keep it sunken and covered under Water all  
which is against Law and Contrary to y<sup>e</sup> peace of y<sup>e</sup> said Lord y<sup>e</sup> King his Crown & Government



71 50 The Grand Jurors of the Lord's Court for the County of Hampshire do on their Oath present  
Gre. D. Bar and put to trial says he will not contend with y<sup>e</sup> thing - It is therefore considered in the Court  
Wherefore that y<sup>e</sup> said Simon for his said offence shall pay a fine of ten shillings for y<sup>e</sup> thing he did  
Costs of prosecution taxed at two pounds five shillings and seven pence two farthings Standing committed  
in

3<sup>rd</sup> Dec The Grand Jurors of the Lord's Court for the County of Hampshire do on their Oath present  
Longley a trespasser upon the land of y<sup>e</sup> said Deerfield in y<sup>e</sup> County of Hampshire a man  
for his trespass upon the land of y<sup>e</sup> said Deerfield a man and Abel Parker of y<sup>e</sup> said Deerfield a man for that y<sup>e</sup> said  
Deerfield and Abel and each of them did at y<sup>e</sup> said Deerfield on y<sup>e</sup> fourth Day of February last past  
wittingly and willingly hunt and kill one grown wild Deer and that they the said Joseph  
and Abel and each of them had in their possession y<sup>e</sup> raw skin and flesh of a grown wild Deer taken  
since the twenty first Day of December last past contrary to a Law of this province in such Cases  
made and provided and against y<sup>e</sup> peace of y<sup>e</sup> said Lord's Court his Crown and Dignity - And now  
the said Abel comes here being held by Recognizance for this purpose and pleads and says he will  
not contend with y<sup>e</sup> thing - The Court having considered of y<sup>e</sup> Offence do Order that the said  
Abel pay a fine of six pounds to the one moiety to y<sup>e</sup> thing and the other moiety to Moses Hawsbury  
Original Complainant in this Case and Costs of prosecution taxed at one pound nine shillings and  
six pence Standing committed in The Court being now Certified that y<sup>e</sup> said Moses is satisfied in  
is further ordered that y<sup>e</sup> said Abel be not further held to pay y<sup>e</sup> moiety Ordered to y<sup>e</sup> said Moses  
as aforesaid

3<sup>rd</sup> Dec The Grand Jurors of the Lord's Court for the County of Hampshire do on their Oath present  
Gibbs Solomon a man of Greenwich in y<sup>e</sup> County of Hampshire a man for that said Solomon at y<sup>e</sup> said Green-  
wich from y<sup>e</sup> twenty second Day of July last past to y<sup>e</sup> twenty sixth Day of August last Current  
and on all y<sup>e</sup> Sabbath or Lords Days in y<sup>e</sup> said Term did wickedly and unlawfully absent  
himself from y<sup>e</sup> public Worship of God in y<sup>e</sup> said Greenwich he the said Solomon during all  
the Term aforesaid being able of Body and not otherwise necessarily <sup>necessarily</sup> from attending the  
public Worship and altho y<sup>e</sup> public Worship was there upheld maintained and at-  
tended upon by others in y<sup>e</sup> said Town during all y<sup>e</sup> Term aforesaid which Neglect of y<sup>e</sup> said  
Solomon of attending y<sup>e</sup> public Worship as aforesaid is contrary to y<sup>e</sup> Law of this province  
in that Case made and provided y<sup>e</sup> peace of y<sup>e</sup> said Lord's Court his Crown and Dignity be  
Which said Progenment was made at y<sup>e</sup> Term of this Court in August last past and signed  
Seth Pomeroy foreman - The said Solomon comes here being held by Recognizance for  
this purpose and being brought to y<sup>e</sup> Bar and put to plead & He pleads and says that he  
is not guilty & and thereof puts himself on y<sup>e</sup> Country & a Jury being sworn to try the  
Issue & Return their Verdict therein and on their Oath say that y<sup>e</sup> said Solomon is not guilty  
& - It is therefore considered that y<sup>e</sup> said Solomon be no longer held to answer & and he is  
dismissed and may depart without Day &

3<sup>rd</sup> Dec The Grand Jurors of the Lord's Court for the County of Hampshire do on their Oath present the  
Inhabitants of y<sup>e</sup> Town of Greenwich in y<sup>e</sup> County aforesaid for that y<sup>e</sup> said Town of Green-  
wich there at y<sup>e</sup> said Greenwich on y<sup>e</sup> first Day of May last past was not and never since has been  
and still is not provided of a School Master to teach y<sup>e</sup> Children and youth of y<sup>e</sup> Inhabitants  
of y<sup>e</sup> said Town of Greenwich to read and write and that y<sup>e</sup> said Town of Greenwich there and then  
on y<sup>e</sup> said first Day of May last past had and ever since hath and still hath y<sup>e</sup> Number of fifty  
Householders and upwards, and that y<sup>e</sup> Inhabitants of y<sup>e</sup> said Town of Greenwich ought  
and by Law of this province are holden to provide a School Master to teach and instruct y<sup>e</sup>  
Children and youth there to Read and Write as is aforesaid, Nevertheless they y<sup>e</sup> said Inhabi-  
tants of y<sup>e</sup> said Greenwich then and ever since have and still Neglect and Refuse to provide



...not Master to each and instruct of Children and Youth there to read and Write as is aforesaid. I. Per  
contrary to the form of the Law and Statute of this province in such cases made and provided <sup>in the</sup> <sup>of</sup> <sup>the</sup> <sup>peace</sup>  
against the peace of the said Lord of the King his Crown and Dignity which said presentment was  
made at the Term of this Court on the Second Tuesday of February last past and signed by  
John Emerson Foreman. The said Inhabitants come here (being summoned by the Law) and  
the said Inhabitants on their Oath and being put to plead and answer he they say they will  
not contend with the King. The Court now here having considered of the offence of the said In-  
habitants in being destitute of such a School for the space of Six Months shall pay a fine of Ten  
pounds to be disposed of as the Court shall hereafter Order and two pounds fifteen shillings and  
one penny costs of prosecution and the said Inhabitants may go for ever. Order for a fine of the above fine  
and paying it in the County. Free any (as the Law directs). D. 24th Nov. 1765

The Grand Jurors for the Lord of the King for the Body of the said County do on their Oath present Reuben  
Taylor of Hadley in said County of Hampshire a man for that said Reuben there at said Hadley  
on the Fifteenth Day of January last past Wittingly and Voluntarily had in his said Reuben's  
possession the flesh and raw skin of a grown wild Deer killed since the Twenty first Day of Decem-  
ber last past contrary to the form of the Statute of this province <sup>in such cases</sup> made and provided and against  
the peace of the said Lord of the King his Crown and Dignity which presentment was made at the  
last Term of this Court on the Second Tuesday of February last past and signed by John Emerson fore-  
man. And now the said Reuben (being held by Recognizance) comes here and being put to plead  
says he will not contend with the King. Afterward the Attorney for the Lord of the King comes here &  
says he will not any farther prosecute the said Reuben in this matter. It is therefore considered  
that the said Reuben be Dismissed and he may depart.

John Worthington Esq. Attorney for the Lord of the King in this Behalf informs and gives this Court to understand  
and that Dan Kenifield of Northampton in said County a man at Hadley in said County of Hamp-  
shire on the last Day of January last did Hunt and kill One Wild Deer and then and there had in his  
possession the raw skin and flesh of One Wild Deer killed since the Twenty first Day of December  
last past contrary to the Statute of this province in that case provided the peace of the said Lord of the King his Crown  
and Dignity. The said Dan comes here (being held by Recognizance) and being put to plead and answer he  
declares that he is not in any thing guilty and thereof puts himself on the Country. A Jury be-  
ing sworn return their Verdict therein and on their Oath say that the said Dan is guilty. It is  
therefore considered by the Court that the said Dan shall pay a fine of six pounds to be if One Moiety  
thereof to his Majesty or the other Moiety to Josiah Moody of Amherst the Original Informer in this  
case and Costs of prosecution. And at five pounds six shillings and six pence two farthings stand-  
ing committed. D. 24th May 1765

John Worthington Esq. Attorney for the Lord of the King in this Behalf here Instantly informs and gives this  
Court to understand and is informed that John Shearer Junr. of Palmer in said County Husband  
of a said Palmer on the Twentieth Day of February last past with force and Arms did Volun-  
tarily Hunt and kill One Wild Deer and then and there had in his possession the raw skin and flesh  
of One Wild Deer then and there killed as aforesaid contrary to the Law of this province in that  
case provided the peace of the said Lord of the King his Crown and Dignity. The said John comes here  
being held by Recognizance for this purpose and being brought and set to the Bar and put  
to plead to the said Information of the said Attorney for the Lord of the King. He pleads and says  
that he will not contend with the said Lord of the King. It is therefore considered by the Court  
now here that the said John for his said Offence shall pay a fine of six pounds One Moiety thereof to be  
to the King the other Moiety thereof to Ebenezer Badwell of Springfield the Original Informer and Costs  
of prosecution paid at Large standing committed.



81  
The Jurors of y<sup>e</sup> Lord y<sup>e</sup> Thing for y<sup>e</sup> Body of y<sup>e</sup> County of Hampshire do on their Oath present William Shaw of Palmer in y<sup>e</sup> same County Yeoman for that said William at said Springfield on y<sup>e</sup> Thirtieth Day of August in this present Term did wilfully and wittingly Drink Strong and spirituous Liquor to such pass to become thereby Drunk and to the said Jurors on their Oath say that y<sup>e</sup> said William at said Springfield on said Thirtieth Day of August Committed the Crime of Drunkenness Contrary to y<sup>e</sup> Law of this Province in that Case made and provided y<sup>e</sup> pleasure of y<sup>e</sup> said Lord y<sup>e</sup> Thing his Crown and Dignity - which said present was made at y<sup>e</sup> Term of this Court on y<sup>e</sup> Last Tuesday of August last and Signed Seth Pomeroy foreman The said William in Custody of John King a Deputy Sheriff comes here and being put to proof says he will not Contend with y<sup>e</sup> Thing in the Court having considered of the Offence do Order that y<sup>e</sup> said William for his said Offence shall pay a fine of Ten shillings to y<sup>e</sup> Thing and Costs be paid at One pound Nine shillings Standing Committed &c

Bishop  
D. Rex  
Anne Bishop Wife of Cleaver Bishop of Palmer (who was lately Anne Banister) App<sup>t</sup> vs Aaron Graves Compt<sup>r</sup> for y<sup>e</sup> Lord y<sup>e</sup> Thing against y<sup>e</sup> said Anne for Stealing for which before John Worthington of y<sup>e</sup> said Anne was <sup>Committed</sup> ordered to pay a fine <sup>of Ten shillings</sup> to y<sup>e</sup> Lord y<sup>e</sup> Thing and Treble Damages to y<sup>e</sup> said Aaron being twelve shillings and Costs of prosecution which said Judgment was had and obtained before the said John on y<sup>e</sup> Eleventh Day of March Anno Dom<sup>i</sup> 1765 and from which said Judgment the said Anne Appeals to this Court now here - the said Anne Appears - And the Attorney for the Lord y<sup>e</sup> Thing comes here and for Reasons offered to and approved of by y<sup>e</sup> said Court he says he will not any further prosecute y<sup>e</sup> said Anne &c - It is therefore Ordered that y<sup>e</sup> said Anne be dismissed and she may depart without Day &c

Shaw  
Conf<sup>r</sup>  
Sarah Shaw of Palmer comes here before y<sup>e</sup> Court now here and freely Confesses that she Committed y<sup>e</sup> Crime of fornication at said Palmer in y<sup>e</sup> Month of April Anno Dom<sup>i</sup> 1764 and Submit herself to y<sup>e</sup> mercy of this Court The Court having considered of the Offence do Order that the said Sarah do pay a fine of fourteen shillings Lawfull Money to be to y<sup>e</sup> Use of y<sup>e</sup> Thing &c And Costs be paid at 2/4 Standing Committed &c

Mose  
Conf<sup>r</sup>  
Mary Mose of Granville Singlewoman comes before y<sup>e</sup> Court now here and Confesses that she Committed y<sup>e</sup> Crime of fornication at said Granville in May Anno Dom<sup>i</sup> 1764 and had a Child begotten on her Body of fornication Contrary to Law &c And she Submit herself to y<sup>e</sup> Mercy of the Court The Court having considered of y<sup>e</sup> Offence do Order that she pay a fine of fourteen shillings to be to y<sup>e</sup> Thing &c And Costs &c Standing Committed &c

Sikes  
Conf<sup>r</sup>  
Mary Sikes of Springfield wife of Samuel Sikes (who was lately Mary Day) comes here and freely Confesses that she Committed y<sup>e</sup> Crime of fornication at said Springfield in y<sup>e</sup> Month of February Anno Dom<sup>i</sup> 1763 (she then being a feme sole) Contrary to Law &c And Submit herself upon y<sup>e</sup> Mercy of y<sup>e</sup> said Court - The Court having considered of the Offence do Order that she pay a fine of fourteen shillings to be to y<sup>e</sup> Thing &c And Costs be paid at 2/4 Standing Committed &c

Stebbins  
Conf<sup>r</sup>  
Margaret Stebbins of Brimfield Singlewoman comes before this Court and here freely Confesses that she Committed fornication at said Brimfield in the Month of April Anno Dom<sup>i</sup> 1764 and thereby had a Child begotten on her Body Contrary to Law &c And she Submit herself to y<sup>e</sup> Mercy of this Court &c The Court having considered of y<sup>e</sup> Offence do Order that she pay a fine of fourteen shillings to be to y<sup>e</sup> Thing &c And Costs be paid at 2/4 Standing Committed &c

Laflin  
Conf<sup>r</sup>  
Eleanor Laflin of Westfield comes here before this Court and freely Confesses that she Committed y<sup>e</sup> Crime of fornication at said Westfield in y<sup>e</sup> Month of March Anno Dom<sup>i</sup> 1765 Contrary to a Law of this Province And here Submit herself upon the Mercy of this Court now here The Court having considered of y<sup>e</sup> said Offence of y<sup>e</sup> said Eleanor do Order that the said Eleanor shall pay a fine of seven shillings to be to y<sup>e</sup> Thing &c And Costs be paid at 8/4 Standing Committed &c



Elizabeth at y<sup>e</sup> Last November Term by y<sup>e</sup> Jurors of y<sup>e</sup> Lord y<sup>e</sup> King for the said County of Hampshire was presented for Default of a Due Attendance upon y<sup>e</sup> Publick Worship of God in said Amherst and for whose Apperance Josiah Moddey as principal in L<sup>ts</sup> with Surety viz Alexander Smith in L<sup>ts</sup> Recognized for y<sup>e</sup> said Elizabeth answering to y<sup>e</sup> said presentment at the next November Term. And y<sup>e</sup> said Elizabeth then being called upon said Recognizance did not come. The said Elizabeth now comes here and being n<sup>ot</sup> lead to say that she will not come and with y<sup>e</sup> King. And y<sup>e</sup> Attorney for y<sup>e</sup> Lord y<sup>e</sup> King al<sup>so</sup> comes and says he will not any further prosecute y<sup>e</sup> said Elizabeth. It is therefore Ordered that y<sup>e</sup> said Elizabeth be Dism<sup>issed</sup> and no farther held in and she may Depart.

Moses Bliss of Springfield in y<sup>e</sup> County of Hampshire Gentleman Attorney to y<sup>e</sup> Lord y<sup>e</sup> King comes here and instantly gives this Court to understand and be informed that Elisha Ferre of Wilbraham in said County Yeoman on y<sup>e</sup> Twenty third Day of January last past did Wittingly and wilfully Hunt and kill one Brown Wild Deer and that said Elisha then and there had in his possession the Raw skin and flesh of a Brown Wild Deer killed since the Twenty first Day of December last past Contrary to y<sup>e</sup> form of y<sup>e</sup> Statute of this province in such Cases made and provided and against y<sup>e</sup> peace of y<sup>e</sup> Lord y<sup>e</sup> King his Crown and Dignity. The said Elisha being held by Recognizance to come here. And y<sup>e</sup> Attorney for y<sup>e</sup> Lord y<sup>e</sup> King likewise comes here and says he will not any further prosecute y<sup>e</sup> said Elisha. It is therefore Ordered that y<sup>e</sup> said Elisha be Dism<sup>issed</sup> and no farther held to answer.

Thomas Wins of Hanover in y<sup>e</sup> County of Plymouth Yeoman Silvanus Wing of y<sup>e</sup> James Hanover Yeoman Wins and Benoni of Westfield in y<sup>e</sup> County of Hampshire Yeoman come here and acknowledge them<sup>selves</sup> indebted to y<sup>e</sup> Lord y<sup>e</sup> King in these Sums viz. the said Thomas principal in y<sup>e</sup> Sum of £100 the said Silvanus and Benoni in L<sup>ts</sup> each Sureties to be levied upon their Goods Chattels Lands or Tenements and in want thereof upon their Bodies Respectively if Default be made in y<sup>e</sup> Condition following viz that y<sup>e</sup> said Thomas personally appear before this Court at y<sup>e</sup> Next Term thereof to answer to such things as may be objected against him on his Majesty's behalf particularly for killing of Wild Deer Contrary to Law. And do perform what may then be enjoined him and not depart without leave by then this Recognizance to be void otherwise not.

Josiah Leonard of Springfield Yeoman Samuel Webb of N<sup>o</sup> 9 Yeoman Samuel Taylor Jun<sup>r</sup> of Springfield Yeoman and Moses Adams of Suffield Yeoman each Recognize to y<sup>e</sup> King in y<sup>e</sup> Sum of five pounds each to make their personal Apperance at y<sup>e</sup> Next Term of this Court to give Evidence for y<sup>e</sup> King. Samuel Webb above named Recognizes to y<sup>e</sup> King in y<sup>e</sup> Sum of five pounds on this Condition viz that Mary y<sup>e</sup> Wife of y<sup>e</sup> said Samuel make her personal Apperance at y<sup>e</sup> same Court last above mentioned for y<sup>e</sup> purpose aforesaid.

David Bonner Dra Miller Luke Day and James Richards all of Springfield aforesaid personally appear and acknowledge themselves indebted to y<sup>e</sup> Lord y<sup>e</sup> King in y<sup>e</sup> Sum of five pounds each to be levied upon their Goods and in want thereof upon their Bodies Respectively if Default be made in the Condition following viz that they appear at y<sup>e</sup> Next Term of this Court to give Evidence for y<sup>e</sup> Lord y<sup>e</sup> King and not to Depart without License ~~that this Recognizance be void otherwise not~~.

Moses Drake of Westfield in y<sup>e</sup> County of Hampshire personally appear and acknowledge him<sup>self</sup> indebted to y<sup>e</sup> Lord y<sup>e</sup> King in L<sup>ts</sup> and for his y<sup>e</sup> said Moses Wife in other L<sup>ts</sup> to be levied on. If Default be made in this Condition viz that y<sup>e</sup> said Moses and his said Wife make their Apperance at y<sup>e</sup> Next Term of this Court to give Evidence for y<sup>e</sup> Lord y<sup>e</sup> King or particularly against the Westfield Rioters and do not Depart without License ~~that this Recognizance be void otherwise not~~.

Samuel Taylor Jun<sup>r</sup> of Springfield Samuel Webb of N<sup>o</sup> 9 and Heber Miller of Springfield Recognize to y<sup>e</sup> Lord y<sup>e</sup> King in these Sums viz the said Samuel Taylor principal in y<sup>e</sup> Sum of £20 and y<sup>e</sup> said Webb and Miller Sureties in L<sup>ts</sup> each to be levied on their Goods or Respectively if Default be made in this Condition viz that y<sup>e</sup> said Taylor make his personal Apperance at y<sup>e</sup> Next Term of this Court to answer to an Information against him for killing a Wild Deer and not depart ~~without leave by then this Recognizance to be void otherwise not~~.



32 William. Nichols of Westfield as principal in the sum of Ten pounds and Joshua Loomis and Nathan  
Nichols } Remain of said Westfield in five pounds Recognize to y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon their Goods  
Reid } Chattels Lands or Tenements and in want thereof upon their Bodies Respectively if default be  
made in this Condition viz that y<sup>e</sup> said William personally appear at y<sup>e</sup> next Term of this  
Court to answer to y<sup>e</sup> presentment made against him and shall do or and not Depart &  
~~that this Recognizance be void otherwise not~~

Reid } John Shearer of Palmer in y<sup>e</sup> County of said principal in Ten pounds and John King of said Pal-  
mer in y<sup>e</sup> like sum of Ten pounds Surety Recognize to y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon their  
Goods Chattels Lands or Tenements and in want thereof upon their Bodies if Default be made  
in this Condition viz that y<sup>e</sup> said John make his personal Appearance before this Court at y<sup>e</sup>  
next Term thereof to answer to y<sup>e</sup> presentment now made against him and abide the Order  
of Court and not Depart & ~~that this Recognizance be void otherwise not~~

Reid } James Sheldon Recognizes to y<sup>e</sup> Lord y<sup>e</sup> Thing in the sum of five pounds to be levied upon his Goods  
He and in want thereof upon his Body if Default be made in y<sup>e</sup> Condition following viz that  
the said James make his personal Appearance at y<sup>e</sup> next Term of this Court to give evidence for  
the Lord y<sup>e</sup> Thing particularly touching y<sup>e</sup> matter charged against John Shearer last above named

Reid } Nathan Dromain of Westfield in y<sup>e</sup> County of Hampshire principal in the sum of Ten pounds with  
Sureties in five pounds each viz Joshua Loomis and Moses Dewey both of y<sup>e</sup> said Westfield Recognize  
to y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon their Goods Chattels Lands or Tenements and in want thereof  
upon their Bodies Respectively if Default be made in this Condition viz that y<sup>e</sup> said Nathan do  
make his personal Appearance at y<sup>e</sup> next Term of this Court to answer to y<sup>e</sup> presentment now  
made against him and do and abide the Order of Court and not Depart without Leave &  
~~that this Recognizance be void otherwise not~~

Reid } Moses Drake of Westfield in y<sup>e</sup> County of Hampshire principal in y<sup>e</sup> sum of Ten pounds with Surety  
viz Moses Dewey in y<sup>e</sup> like sum of Ten pounds (Recognize to y<sup>e</sup> Lord y<sup>e</sup> Thing) to be levied upon their Goods Chat-  
tels Lands or Tenements and in want thereof upon their Bodies Respectively if Default be made  
in this Condition viz that y<sup>e</sup> said Moses Drake make his personal Appearance before this Court  
at y<sup>e</sup> next Term thereof to answer to y<sup>e</sup> presentment now found against him and do and  
abide the Order of Court and not Depart & ~~that this Recognizance be void otherwise not~~

Reid } John Nash of Amherst in y<sup>e</sup> County of said principal in the sum of Ten pounds with Surety viz Aaron  
Smith of Athol in y<sup>e</sup> like sum of Ten pounds Recognize to y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon their  
Goods Chattels Lands or Tenements and in want thereof upon their Bodies Respectively if De-  
fault be made in this Condition viz. that y<sup>e</sup> said John do make his personal Appearance at the  
next Term of this Court and answer to y<sup>e</sup> presentment now found against him and do and  
receive what by y<sup>e</sup> said Court shall then be enjoined him and not Depart without Leave &  
~~that this Recognizance be void otherwise not~~

Reid } Eleiah Smith Simeon Dickinson and Josiah Moody all of Amherst in y<sup>e</sup> said County Recognize  
to y<sup>e</sup> Lord y<sup>e</sup> Thing in five pounds each to be levied upon their Goods Chattels Lands or Tenements &  
in want thereof upon their Bodies Respectively if Default be made in this Condition viz that  
they and each of them appear at the next Term of this Court to give evidence for the Lord the  
Thing particularly against John Nash Jun<sup>r</sup> of Amherst and do not Depart without Leave  
& ~~that this Recognizance be void otherwise not~~

Reid } Aaron Smith of Athol principal in twenty pounds with Surety viz John Nash Jun<sup>r</sup> of Amherst in the  
like sum of twenty pounds Recognize to y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon their Goods Chattels Lands  
or Tenements and in want thereof upon their Bodies Respectively if Default be made in this Condition  
viz that y<sup>e</sup> said Aaron personally appear at the next Term of this Court to answer to y<sup>e</sup> present-  
ment now found against him and shall do and receive what shall then be enjoined him and  
not Depart without Leave & ~~that this Recognizance be void otherwise not~~

Reid } Joshua Loomis for himself in five pounds and for his Wife in like five pounds Recognizes to the  
y<sup>e</sup> Lord y<sup>e</sup> Thing to be levied upon his Goods Chattels Lands or Tenements and in want thereof upon  
his



by default be made in this condition viz that y<sup>e</sup> said Joshua and his wife do make their solemn  
personal appearance at the next Term of this Court to give Evidence for y<sup>e</sup> Lord the thing particular  
against Major Drake now presented and do not Depart without Licence ~~from this Court~~ <sup>from the Court</sup>

Jonathan Moody Peter Smith and his Moody and Jonathan Moody Jun<sup>r</sup> all of Amherst Recognize Monday  
by y<sup>e</sup> Lord y<sup>e</sup> thing in five pounds each to be levied upon their good Chattels Land or Tenement to be  
in want thereof upon their Bodys Respectively if Default be made in this condition viz that they  
make their personal appearance at y<sup>e</sup> next Term of this Court to give Evidence for  
y<sup>e</sup> Lord y<sup>e</sup> thing particularly against Aaron Smith now presented ~~as~~ <sup>then this Person</sup>

Isaac Bishop of Palmer Recognize by y<sup>e</sup> Lord y<sup>e</sup> thing as principal in the sum of Ten pounds with Isaac Bishop  
and Jeremiah Bishop of said Palmer in y<sup>e</sup> sum of Ten pounds to be levied upon their good Chattels  
Land or Tenement and in want thereof upon their Bodys if Default be made in this condition  
viz that y<sup>e</sup> said Isaac make his personal appearance at y<sup>e</sup> next Term of this Court to make an-  
swer to y<sup>e</sup> presentment now found against him and shall do and receive what shall there-  
in be enjoined him and not depart without Leave ~~from this Court~~ <sup>from the Court</sup>

Samuel Cadwell of Springfield and Jeremiah Bishop above named Recognize by y<sup>e</sup> Lord the thing in  
five pounds each to be levied of their good Chattels Land or Tenement and in want thereof upon  
their Bodys if Default should be made upon this Condition viz that they make their personal  
appearance before this Court at y<sup>e</sup> next Term thereof to give Evidence for y<sup>e</sup> Lord y<sup>e</sup> thing touching the  
presentment against Isaac Bishop of Palmer and do not Depart without Licence ~~from this Court~~ <sup>from the Court</sup>

Joseph Hinds of Greenwich in y<sup>e</sup> County of Hampshire from an Elias Pratt of Hardwich in y<sup>e</sup> County of Kent  
Joester from an and Ebediah Hanson of y<sup>e</sup> said Hardwich from an being called upon the Recogni-  
zance taken before Josiah Chauncey Esq<sup>r</sup> on the Nineteenth Day of December last past for y<sup>e</sup>  
said Joseph in keeping y<sup>e</sup> peace and appearing here now at this Term make Default of appearance ~~at~~ <sup>in</sup>

John Hunt otherwise called Joseph Mainard late of Wrentham in y<sup>e</sup> County of Suffolk now Resident at  
Wrentham in said County of Hampshire Labourer and Samuel Glover of y<sup>e</sup> said Wilbraham who Rec<sup>d</sup>  
nized before Josiah Dwight Esq<sup>r</sup> on y<sup>e</sup> Seventeenth Day of January last past for his y<sup>e</sup> said John appearance  
at y<sup>e</sup> last Term of this Court to answer to y<sup>e</sup> Complaint of Sophia Jones of Wilbraham aforesaid for  
begetting on her Body a Bastard Child &c which said Recognizance was then continued to this Term  
and it is now Ordered that y<sup>e</sup> said Recognizance be continued to y<sup>e</sup> next Term of this Court &c

John Shearer from an and Samuel Capen from an both of Palmer in y<sup>e</sup> County of Hampshire are  
now discharged from their Recognizance taken before Josiah Dwight Esq<sup>r</sup> on y<sup>e</sup> Twentieth Day of  
February last past for y<sup>e</sup> said John's appearance here by proclamation by Order of Court &c

Reuben Incead Moses Severance and Lincoln Ince all of Montague in y<sup>e</sup> County of Hampshire are  
now discharged from their Recognizance taken before Elisha Williams Esq<sup>r</sup> on y<sup>e</sup> Seventh Day of March  
last past for y<sup>e</sup> said Reuben appearance here and Good behaviour by proclamation by Order of  
Court &c

William Patterson of Greenwich in y<sup>e</sup> County of Hampshire from an and John Patterson from an and James Patterson  
from an both of y<sup>e</sup> said Greenwich are discharged from their Recognizance taken before Jo-  
siah Chauncey Esq<sup>r</sup> on y<sup>e</sup> Twelfth Day of April last past for y<sup>e</sup> said Williams appearance here  
by proclamation by Order of Court &c

Hugh W<sup>m</sup> Masters William Scott and Aaron King all of Palmer in y<sup>e</sup> County of Hampshire  
are discharged from their Recognizance taken before Josiah Dwight Esq<sup>r</sup> One of his Majestys  
Justices of y<sup>e</sup> Peace in said County of Hampshire for y<sup>e</sup> said Hugh W<sup>m</sup> Masters appearance here now at  
this Term to answer to such things as may be objected against him on his Majestys behalf  
by proclamation by Order of Court &c



83 Jonathan Moody Junr Peter Smith and William Bolwood all of Amherst in the County of Hampshire are discharged from their recognizance taken before Josiah Chauncey Esq: on the Ninth Day of November last past for y<sup>e</sup> said Jonathan's personal appearance here at this Term to answer to also complaint against him for killing or having y<sup>e</sup> raw skins of Deer &c by proclamation by Order of Court c

South Hadley Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of South Hadley bearing Date the eightth Day of February Anno Dom 1765 and now brought here Ephraim Wright and wife and their children viz Ephraim and Lydia and Nathaniel Doubleday and Dina his wife and their children namely Mary Anna and Sarah on y<sup>e</sup> <sup>one</sup> eightth Day of March Anno Dom 1765 were warned to depart and leave y<sup>e</sup> said South Hadley by Thos Hovey Moody Constable

South Hadley Pursuant to a Warrant Under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of the District of South Hadley bearing Date the eighteenth Day of February Anno Dom 1765 and now brought here and Received by this Court Ebenezer Daven John Swaney and Peter Pendergraft and Esther Frost & Eleanor Smith and Eunice Symons on y<sup>e</sup> fourth Day of March last past were warned to depart and leave the said District of South Hadley by Silas Smith Constable

Springfield Pursuant to a Warrant under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Springfield bearing Date y<sup>e</sup> fourth Day of January Anno Dom 1765 and now brought here and Received Peter Scott was warned on y<sup>e</sup> fifth Day of January aforesaid to depart and leave the said Town of Springfield by Ebenezer Bliss y<sup>e</sup> Second Constable

Idem Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Springfield bearing Date y<sup>e</sup> nineteenth Day of April Anno Dom 1765 Alexander Trotter on y<sup>e</sup> seventh Day of May Anno Dom 1765 was warned to depart and leave the said Town of Springfield by William Symon Junr Constable

Pelham Pursuant to a Warrant Under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of the Town of Pelham bearing Date y<sup>e</sup> sixth Day of April Anno Dom 1765 and now brought here and Received Anne Shaw and Andrew Shaw her husband with their children Mary Shaw William Timothy Shaw Joseph Shaw Anne Shaw Rebecca Shaw and Jean Shaw on y<sup>e</sup> eleventh Day of April Anno Dom 1765 were warned to depart from and leave the said Town of Pelham by Robert Hamilton Constable

Deerfield Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Deerfield bearing Date y<sup>e</sup> twenty second Day of March Anno Dom 1765 and now brought here & Received James Parknes and his wife Sarah Parknes and their Child William Parknes on the twenty second Day of April last past were warned to depart and leave the said Town of Deerfield by Silas Hamilton Constable

Hadley Pursuant to a Warrant Under y<sup>e</sup> hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Hadley bearing Date y<sup>e</sup> eighteenth of March Anno Dom 1765 Wait Burth and Susanna wife of y<sup>e</sup> said Wait Richard Josiah Ingham and Hannah Children of y<sup>e</sup> said Wait and Susanna on y<sup>e</sup> twenty ninth Day of March Anno Dom 1765 and Joseph Coats on y<sup>e</sup> twenty second Day of y<sup>e</sup> said March and on y<sup>e</sup> eighth Day of May 1765 Josiah Whittelsey with Eliza both his Wife and Silena <sup>Mehitabel</sup> alias Mabel and Luthoran Children of y<sup>e</sup> said Josiah and Elizabeth were warned to depart from and leave the said Town of Hadley by Noah Smith Junr & Edmund Hubbard Junr Constables

Hadley Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Hadley bearing Date y<sup>e</sup> tenth Day of February Anno Dom 1765 and now brought here and Received Thomas Turner Henry Dyer and Rebecca Dyer his Wife and Eliza and Rebekah Children of y<sup>e</sup> said Henry and Rebekah Jason Dean and his Wife Mehitabel and Samuel Mehitabel and



Sarah their Children and Abigail Rogers also Stephen Jones and Elisabeth his Wife and Mattha<sup>y</sup> Hadley  
their Child were Warned to Depart and Leave the said Town of Hadley on the twenty sixth } Caution  
Day of February Anno Dom<sup>i</sup> 1765 by Oliver Smith Constable

Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of Granville bearing Date y<sup>e</sup> } Granville  
fourteenth Day of March Anno Dom<sup>i</sup> 1765 and now brought here receivd Eschiel Halsey } Caution  
Sarah his Wife with their Children Huldah, Appollos and Eschiel and Elisabeth since on  
the twentieth Day of April Anno Dom<sup>i</sup> 1765 were Warned to Depart from and Leave the said  
Town of Granville &c by Joseph Clark Constable

Pursuant to a Warrant Under the hands and Seals of y<sup>e</sup> Select Men of y<sup>e</sup> Town of Northampton } Northampton  
bearing Date the thirteenth Day of May Anno Dom<sup>i</sup> 1765 and now brought here and Receivd } Caution  
Northrop Langford and Mary his Wife and their Children Mary Hannah Michael Cloe Phebe  
George and One Newly Born whose Name is Unknown Thomas Grant and his Wife Hannah &c  
Thomas Grant their Infant Child and Abiah Chunhil Daughter of the said Hannah his Wife  
Elunizer Hedman Sarah an Indian Woman and her Child Ralph a Negro Man and Benja-  
min French on y<sup>e</sup> fourteenth Day of May Anno Dom<sup>i</sup> 1765 and John Webb on y<sup>e</sup> sixteenth  
Day of y<sup>e</sup> same May were Warned to Depart and Leave y<sup>e</sup> said Town of Northampton under  
a pains of y<sup>e</sup> Law &c by Josiah Clark Jun<sup>r</sup> Constable

Barablar of Westfield Gentleman in y<sup>e</sup> County of Hampshire is Licensed to sell Tea Coffee } Tea  
China Ware at his Store in said Westfield for the Term of One year Next ensuing and John } Bara  
Phelps Gentleman Recognizes to y<sup>e</sup> Thing as principal in y<sup>e</sup> Sum of twenty pounds with } Clap  
sureties in y<sup>e</sup> Sum of ten pounds each viz Mr. Elyha Porter and David Ingersoll for the  
said Barablar keeping and Rendering y<sup>e</sup> Account and paying the Duties y<sup>e</sup> Law requires  
in such Cases

Robert Breck Jun<sup>r</sup> of <sup>Springfield</sup> ~~Northampton~~ in y<sup>e</sup> County of Hampshire Gentleman is Licensed to } Robert  
sell Tea Coffee and China Ware at his Store therefor One year Next ensuing and he Re- } Breck  
cognizes to y<sup>e</sup> Thing as principal in twenty pounds with sureties viz Jonathan Bliss  
Gentleman and John Phelps Gentleman in ten pounds each for his keeping the  
Accounts and Rendering y<sup>e</sup> same and paying y<sup>e</sup> Duties y<sup>e</sup> Law requires in such Cases

Isiah Dwight of Springfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> is Licensed by this Court to sell Tea and } Isiah  
Coffee and China Ware at his Store there for the Term of One year Next ensuing and he Re- } Dwight Esq<sup>r</sup>  
cognizes to y<sup>e</sup> Thing as principal in y<sup>e</sup> Sum twenty pounds with sureties viz Major Bliss  
Gentleman and Robert Breck Jun<sup>r</sup> Gentleman in ten pounds each to keep and Render  
the Accounts and to pay y<sup>e</sup> Duties the Law Requires in such Cases

John Russell of Deerfield in y<sup>e</sup> County of Hampshire Yeoman is Licensed by this Court now John  
here to sell Tea Coffee and China at his house in Deerfield aforesaid for the Term of One } Russell  
year Next ensuing and Thomas Williams of y<sup>e</sup> said Deerfield Esq<sup>r</sup> Recognizes to y<sup>e</sup> Thing  
as principal in the Sum of twenty pounds with sureties viz Timothy Dwight Jun<sup>r</sup>  
of Northampton Esq<sup>r</sup> and Josiah Dwight of Springfield Esq<sup>r</sup> in the Sum of ten pounds  
for y<sup>e</sup> said John keeping and Rendering the Accounts and paying the Duties y<sup>e</sup> Law re-  
quires in such Cases

It Appears to this Court of General Sessions of peace now here now holden for y<sup>e</sup> Coun- } Fmham  
ty of Hampshire Upon Sorting and Counting the Votes brought here and Receivd } Treasurer  
for y<sup>e</sup> Choice of a County Treasurer for y<sup>e</sup> said County of Hampshire that Edward Syn-  
non of Springfield Esq<sup>r</sup> is Chosen to be the Treasurer for y<sup>e</sup> said County of Hampshire  
for the Year Next ensuing And he is now Sworn to y<sup>e</sup> faithfull Discharge of his trust &c



84 License is granted to Moses Smith of Deerfield to keep a Ferry across Deerfield River in the  
Smith Country Road <sup>leading from</sup> Deerfield to Greenfield for one year next ensuing. And it is ordered that the  
License to keep a ferry fare for man and horse be the same this year next ensuing that it was the year last past &  
Thomas Williams Esq<sup>r</sup> here recognizes to y<sup>e</sup> King in the sum of ten pounds on this Con-  
dition that y<sup>e</sup> said Moses faithfully perform y<sup>e</sup> Duty of a Ferryman there &

Committee The Committee appointed upon y<sup>e</sup> petition of John Hunt and others as heretofore recorded now  
Rep<sup>d</sup> upon Hunt<sup>r</sup> bring their Report here in these words having viewed the way proposed in said petition and that  
by leaving y<sup>e</sup> present Country Road in Pelham at or near y<sup>e</sup> foot of y<sup>e</sup> East hill foralled and  
crossing y<sup>e</sup> same by Jacob Gray's house and from thence in a pretty direct Course by Jacob  
Gibbel & Stoner farms to Greenwich Meeting house y<sup>e</sup> hill called Whitehill is wholly avoided  
the East side of y<sup>e</sup> East hill considerably better than in the present Road the slope being  
so gradual as not to be heavy in any part thereof the West side of said hill not much  
easier or different in any respect from y<sup>e</sup> present Way but in as much as the Country  
Road from Hardwich leading towards y<sup>e</sup> Meeting house there is as we apprehend not  
so good and feasible as that by Capt. Powers and as it is must create a considerable  
Expense to Pelham and Greenwich and some to Belcherstown to make such a Road of New  
Way in a rough uneven Country and one large Bridge to be built by Greenwich we are  
not satisfied that it will be convenient to Lay y<sup>e</sup> said Way - The above Report being  
read and considered it Ordered that y<sup>e</sup> same lie untill y<sup>e</sup> next Term of this for this  
Court further Consideration And that y<sup>e</sup> said Petition be continued to y<sup>e</sup> same time

Ware Petition The Inhabitants of Ware in y<sup>e</sup> County of Hampshire by Elisha Potter Gentleman their Attorney  
bring their Petition here humbly shewing that y<sup>e</sup> Bridge over Ware River in y<sup>e</sup> County afo-  
said and in y<sup>e</sup> said Ware now is and long has been broken down and out of Repair  
And that by Reason of poverty and the great Charge they are necessarily at in making and  
Repairing the publick Roads in y<sup>e</sup> said Ware (considerable part of which is newly laid  
out and puts y<sup>e</sup> said Inhabitants to great Charge and Costs to make feasible) and are utter-  
ly unable to Repair y<sup>e</sup> Bridge aforesaid without y<sup>e</sup> Aid and Assistance of this County  
they therefore pray such Relief may be given them in y<sup>e</sup> premises as this Court shall think  
Reasonable And as in Duty be they pray - the petition being read and considered It is  
Ordered by this Court now here that the Sum of Twenty pounds be granted to Aid and As-  
sist & Encourage the Inhabitants of y<sup>e</sup> said Ware to build a Bridge over y<sup>e</sup> said River in the  
Old Country Road there in y<sup>e</sup> place where the former Bridge stood, to be paid out of the Coun-  
ty Treasury as this Court shall hereafter Order

Payson Petition The Inhabitants of Springfield in y<sup>e</sup> County of Hampshire by Moses Biss Gentleman his Attorney bring  
Petition in petition here (with others) proprietors of Lands in y<sup>e</sup> Town of Wilbraham shewing that the Select  
Men of y<sup>e</sup> said Wilbraham did upon due Application to them made lay out a Way for y<sup>e</sup> said  
Town leading from y<sup>e</sup> publick Street or Highway thence somewhere near the Dwelling house  
of David Warriner to y<sup>e</sup> West Limit of y<sup>e</sup> said Town there to meet with a Way already laid out  
by y<sup>e</sup> said Town of Springfield which said Way so laid out as aforesaid by said Select Men  
was laid before the said Inhabitants of y<sup>e</sup> said Town aforesaid in their Annual Town Meeting  
in March last and next following y<sup>e</sup> Laying out of y<sup>e</sup> said Way to be allowed Approved and Re-  
corded as y<sup>e</sup> Law directs Nevertheless they the said Inhabitants of y<sup>e</sup> said Wilbraham then  
and there unreasonably Refused to allow and Approve of y<sup>e</sup> same Way and put the same on  
Record by Reason whereof your petitioners and many other Inhabitants of y<sup>e</sup> said Town  
are much Aggrieved And we apprehend that y<sup>e</sup> said Way is of general Utility and Benefit  
for a Town Way and in particular very necessary for the Petitioners they therefore pray that  
such and suitable Relief may be granted & a Committee appointed to view and Lay out a  
Town



Town Way from said Way in said Springfield to said public street or Way in said Wilbraham. Pawnee  
near the said Dwelling house of said David Warriner or some other meet place as the Com- Petition  
mittee shall think fit and as in Duty bound they pray &c. The said petition being read  
It is Ordered that if same petition be till y<sup>e</sup> Next Term of this Court and that y<sup>e</sup> Inhabi-  
tants of said Town of Wilbraham be notified of this petition and y<sup>e</sup> prayer thereof that  
they may appear at y<sup>e</sup> said Next Term to shew Cause if any they have wherefore the prayer  
thereof should not be granted &c. — — — — — Sum. T<sup>er</sup> 15<sup>th</sup> July 1865

William Eastman and others Inhabitants of South Hadley in the County of Hampshire bring their Eastman  
petition here into this Court shewing that they have last Summer petitioned the Select Men of Petition  
said South Hadley for a Road to be laid out from y<sup>e</sup> Roundhill Brook for called by East pa-  
rish Meeting house and from thence a direct course across Benjamin Eastmans farm near  
his house leading to y<sup>e</sup> Country Road near Moses Taylor and that y<sup>e</sup> said Select Men denied  
and Refused to do y<sup>e</sup> same they therefore humbly pray that a Town or County Road may  
be laid in y<sup>e</sup> above said place &c. And as in Duty they pray &c. the said petition being Read  
It is Ordered that y<sup>e</sup> Select Men of South Hadley be notified of y<sup>e</sup> prayer of the said petition &  
and that they shew Cause at the Next Term of this Court why y<sup>e</sup> same should not be  
granted And y<sup>e</sup> same petition is Continued to that time — Notification made 15<sup>th</sup> June 1865

John Morgan of Springfield by Messrs. Fish Gentlemen his Attorney comes here into this Court and Morgan  
humbly prays that this Court by a New Order would supersede their former Order where by Prayer  
he is said to be bound to contribute towards y<sup>e</sup> support of a Bastard Child begotten on the  
Body of Mary Knight of which he is adjudged to be the father &c. and Discharge him the said John  
therefrom — It is now Ordered that y<sup>e</sup> Matter be until y<sup>e</sup> Next Term of this Court that the  
said Mary may have opportunity to be heard touching y<sup>e</sup> Matter of y<sup>e</sup> said John Prayer  
&c.

Samuel Wells of Deerfield in y<sup>e</sup> County of Hampshire with a Number of others proprietors and Wells  
Inhabitants of Hatfield Deerfield and Ashfield bring their petition here humbly shewing that petition  
ever since the Settlement of y<sup>e</sup> Town last mentioned (formerly called Hinstown) were begun to be laid  
the people there and others who have had occasion to go there have been necessitated to tra-  
vel the Country road to y<sup>e</sup> place called y<sup>e</sup> Cross or Long hill in Deerfield and thence turn off at this Con-  
try made  
by mis-  
take  
Right Angles for Hinstown which Course is much out of y<sup>e</sup> Way and Indirect for all tra-  
velles from Hatfield and parts below and perhaps from four or five Miles travel more  
than a road leading in y<sup>e</sup> most direct Course from Hatfield would do And the said Petitioners  
do leave to Inform this Court that y<sup>e</sup> Ground in y<sup>e</sup> most direct Course from Hatfield to Ash-  
field the Circumstances of which till very lately have been very little known has been  
not long since explored thoroughly by some of y<sup>e</sup> said Petitioners who have frequent Occasi-  
on to travel from the one of the Towns to y<sup>e</sup> other and a Way marked out and in part cut  
which y<sup>e</sup> said petitioners Judge will make a feasible Road they therefore pray that the Con-  
sideration of this Matter by this Court and in Compassion to them and the Public that this Court  
would be pleased to Order the laying the Laying of a Road from y<sup>e</sup> one of y<sup>e</sup> said Towns to the  
other and in this Course as near as may be viz Leaving the Country Road forty or fifty  
Rods North of Clay Hill so called in said Hatfield in y<sup>e</sup> Town way there as far as Clearer  
Franks and then turning more Westerly or else to continue along in the Town Way to the  
North side to y<sup>e</sup> North side of y<sup>e</sup> Bridge above the said Franks and then turning more Wes-  
terly across Noah Colmans Cole William M. Imcon Mottoms and other Land in y<sup>e</sup> most  
direct feasible Course to Ensign Ellis farm and through y<sup>e</sup> same farm and on to the  
Land in said Deerfield South West Division and so on in y<sup>e</sup> way marked as above menti-  
oned to Ashfield or otherwise to such Courses and places as this Court may Judge more direct  
and feasible and y<sup>e</sup> said petitioners say that y<sup>e</sup> said Course is y<sup>e</sup> most direct of any that can  
be had and most feasible all which they submit and as in Duty bound they pray &c.



85 The petition of a Number of <sup>inhabitants</sup> of <sup>the</sup> Town of Deerfield now brought and presented  
Deerfield in which the said <sup>inhabitants</sup> humbly shew that there is not any Road leading from  
petition Hatfield to Huntington except that which goes from Hatfield to Deerfield they therefore  
prayed from Hatfield to Huntington that this Court would order a Road to be laid out from said Hatfield to Chenoweths Bar  
well in <sup>the</sup> North part of said Hatfield and from thence through <sup>the</sup> South West part of  
said Deerfield till it comes to <sup>the</sup> Road in <sup>the</sup> said South West known by the Name of Hiss-  
town Road and as in Duty bound they pray & the said petition being now read it is  
ordered that <sup>it</sup> <sup>shall</sup> <sup>lie</sup> till <sup>the</sup> Next Term of this Court for this Court then to consider of  
the same

MMatters of Palmer in <sup>the</sup> County of Hampshire yeoman by John Worthington Esq<sup>r</sup>  
Petition His Attorney brings his petition here humbly shewing that there is great need that a Town  
Road should be laid out from <sup>the</sup> present Termination of <sup>the</sup> Town Road in said Town at <sup>the</sup>  
North side of Hughes Homelot thro <sup>the</sup> same Lot where the path now goes by <sup>the</sup> East side  
of said Hughes house thence as <sup>the</sup> said path goes thro <sup>the</sup> said Lot and thence through So-  
nathan Chapins Land to <sup>the</sup> River or in some other place over and above said Land  
from <sup>the</sup> Road aforesaid to <sup>the</sup> said River in Palmer and from thence thro <sup>the</sup> said River &  
thro Samuel Shaw of Brimfield Land in Brimfield to <sup>the</sup> Kings high Way there that  
leads from <sup>the</sup> Bridge at Aaron Kings House to Western Line that he the said Hugh hath  
repeatedly applied to Select Men of said Palmer that were of <sup>the</sup> Last year and also to  
the Select Men that now are there to lay out such Road through <sup>the</sup> said Hugh and  
said Sonathans Land and they have always Refused. he hath also applied to the Select  
Men of said Brimfield to lay out such Way through said Samuels Land aforesaid but  
they have wholly denied to do so he therefore prays the Consideration of this Court in  
the premises and that <sup>the</sup> said Court would make an Order that such way may be laid  
out & And as in Duty bound he ever prays & The petition being read it is now order-  
ed that <sup>it</sup> <sup>shall</sup> <sup>lie</sup> till <sup>the</sup> Next Term of this Court and that <sup>the</sup> Select Men of said Palmer  
and Brimfield be notified then to appear and shew Cause & wherefore <sup>the</sup> same prayer  
of <sup>the</sup> said Hugh should not be granted &c. Sum. Dec<sup>r</sup> 15<sup>th</sup> June 1765

Hoar Charles Hoar of Brimfield in <sup>the</sup> County of Hampshire for himself and many others brings  
petition a petition here and humbly shews that this Court have never laid any County Road to  
prayer the said Town of Brimfield or in <sup>the</sup> same that there is great need of such Road to and thro  
Way <sup>the</sup> said Town in more Ways than One that it is especially necessary such Road should  
be laid from <sup>the</sup> County Road in Palmer on <sup>the</sup> hill near Sonathan Chapins Dwelling  
house and by his house over Chitoba River and thence to the Meeting house in said  
Brimfield thence by the Dwelling house of John Sherman Esq<sup>r</sup> and by the Dwelling  
of <sup>the</sup> said petitioner over to <sup>the</sup> East Line of <sup>the</sup> said Town of Brimfield to facilitate the pas-  
sing the passing through <sup>the</sup> said Brimfield to Brookfield and <sup>the</sup> Towns below Eastward  
even to Boston to which <sup>the</sup> people of said Town have great and frequent Occasions to go  
the said Petitioner therefore prays this Court now here that a Committee may be ap-  
pointed by this Court to lay out such Road from and to <sup>the</sup> Termination aforesaid  
in such Courses and places as they may Judge meet & And as in Duty bound the said  
Hugh prays the said petition being read and Considered It is Ordered that Nathaniel  
Swig Esq<sup>r</sup> of Belchertown Gentleman Moses Bliss Gentleman Thos Stebbins Yeoman Da-  
niel Harris Yeoman and John Dwyer Yeoman all of <sup>the</sup> said Springfield be a Committee to  
lay out <sup>the</sup> high Way above prayed for. which said Committee are to give seasonable No-  
tice to all persons interested of <sup>the</sup> time and place of their Meeting for <sup>the</sup> purposes aforesaid and  
shall be under Oath to perform <sup>the</sup> above said Service in <sup>the</sup> best way and manner they can  
with most Convenience to <sup>the</sup> public and <sup>the</sup> least prejudice or Damage to private property  
and shall also ascertain the places and Course of said Road in <sup>the</sup> best Way and Manner they



an which having done y<sup>e</sup> said Committee or y<sup>e</sup> Major part of them shall make Re-  
turn thereof to this Court at the Next Term thereof after y<sup>e</sup> said Service is performed. Un-  
der their hands and Seals. And if any person shall be Damaged in his other pro-  
perty by y<sup>e</sup> Laying out of y<sup>e</sup> Way aforesaid, y<sup>e</sup> said Committee are Impowered and Required  
under Oath to Estimate y<sup>e</sup> Damage and make Return thereof. And y<sup>e</sup> Clerk of this Court  
is Directed to serve y<sup>e</sup> said Committee with a Copy of Order.

Leazer Porter Esq. of Hadley and many other Inhabitants of several Towns in y<sup>e</sup> said County of Hampshire now bring their petition here which humbly shews that y<sup>e</sup> County Road leading from y<sup>e</sup> Boston Road in Belcherstown in y<sup>e</sup> said County of Hampshire to y<sup>e</sup> Boston Road in Palmerstown in y<sup>e</sup> said County is much traveled not only by y<sup>e</sup> people of this County but by others traveling to and from y<sup>e</sup> Eastern part of Connecticut. That they apprehend that a Road may be made from y<sup>e</sup> Boston Road in y<sup>e</sup> said Belcherstown to y<sup>e</sup> Boston Road in Palmer aforesaid by leaving the former <sup>near</sup> Dwelling house of Cap<sup>t</sup> Nathaniel Dwight thence leading to y<sup>e</sup> house of Mr. Thomas Chapin in y<sup>e</sup> said Belcherstown and joining y<sup>e</sup> latter near Lieut. William Stott in said Palmer which will accommodate y<sup>e</sup> public much better than y<sup>e</sup> present County Road and it will be several miles nearer, will avoid all y<sup>e</sup> hills and is a much better Road than y<sup>e</sup> present. And a little or no Damage to private property. they therefore pray this Court that a Committee may be appointed to view and lay out a County Road from y<sup>e</sup> said Belcherstown to y<sup>e</sup> said Palmer viz. from Cap<sup>t</sup> Nathaniel Dwight by the house of said Thomas Chapin to y<sup>e</sup> Boston Road in said Palmer where it shall be. theyed most for y<sup>e</sup> publick Benefit. And as in Duty bound they pray. The aforesaid Petition being read and considered ~~in the Court that Nathaniel Dwight of Belcherstown and others who is the petitioner have been ordered to make a map of the road proposed and to lay out the same and to make a report thereon to the Court at the next session of the Court and to make a report thereon to the Court at the next session of the Court and to make a report thereon to the Court at the next session of the Court~~

It is Agreed and Determined by the Justices of this Court now here present that y<sup>e</sup> present Goal in Smith  
Springfield shall be and it is hereby made a House of Correction to be made Use of for that purpose <sup>Master of</sup>  
for a future untill y<sup>e</sup> further Order of this Court And Abner Smith Gentleman the Treasurer of the <sup>House of</sup> Correction  
said Goal is appointed y<sup>e</sup> Master of y<sup>e</sup> said House of Correction during the pleasure of this Court  
to govern and Order y<sup>e</sup> same according to y<sup>e</sup> Rules and Directions that may be given him by this  
Court And y<sup>e</sup> Jurors. Respecting such Houses

It is Ordered by this Court now here that y<sup>e</sup> County Treasurer be Directed to pay out of y<sup>e</sup> County Treasury of y<sup>e</sup> Monies that have been raised and paid in for building the Gaol in this County to Josiah Dwight Esq<sup>r</sup> one of y<sup>e</sup> Committee appointed to take y<sup>e</sup> Charge and Direction of y<sup>e</sup> Affair the sum of One hundred and forty pounds as soon as may be; — Order No. 25. May 1765 — —

The Court now here having now taken into Consideration y<sup>e</sup> Necessity of y<sup>e</sup> Bridge over Millers River <sup>in y<sup>e</sup> Road Leading from Montague to Northfield between y<sup>e</sup> said Montague and y<sup>e</sup> said Northfield</sup> <sup>being properly repaired</sup> <sup>Order on</sup> Joseph Ross of y<sup>e</sup> same Montague gent<sup>l</sup> term an he Desired to examine y<sup>e</sup> State of y<sup>e</sup> said Bridge and make all Necessary Reparation of y<sup>e</sup> same and bring in Account thereof in to this Court at some future Term thereof. -

Capt. Nathaniel Dwight and others a Committee here to me appointed to Lay out a Road or highway by y<sup>e</sup> falls in South Hadley and two other Roads from y<sup>e</sup> said Road to now bring their Account here to pray that y<sup>e</sup> same may be allowed or y<sup>e</sup> same being read and Considered is allowed. It is Ordered that y<sup>e</sup> County Treasury be Directed to pay y<sup>e</sup> same in this Manner out of y<sup>e</sup> County Treasury viz to



36 the said Nathaniel two pounds. Ebenezer Hunt one pound four shillings to Nathaniel Clark  
Dunster } one pound four shillings to Josiah Pomeroy one pound four shillings & to Jonathan Strong  
at all } one pound four shillings for their said service. - - - Orderd 15<sup>th</sup> June 1765

Smiths Almer Smith gentleman keeper of his Majesty's goal brings his account here of expenses in  
at all } Boarding Charles Squire a prisoner at y<sup>e</sup> Sub of y<sup>e</sup> Lord y<sup>e</sup> King amounting to y<sup>e</sup> sum of five  
pounds and ten shillings and prays that y<sup>e</sup> Court that y<sup>e</sup> same may be allowed and paid  
him y<sup>e</sup> same account being read and considered is allowed and it is now ordered that y<sup>e</sup> County Treasurer of this County be Directed to pay y<sup>e</sup> said sum out of y<sup>e</sup> County  
Treasury & - - - - - Orderd 11<sup>th</sup> June 1765

William William William gentleman Clerk of this Court now brings his account here of service done  
at all } for this County in Recording & amounting in y<sup>e</sup> whole to y<sup>e</sup> sum of four pounds fourteen  
shillings and prays that this Court would allow y<sup>e</sup> same & the said account being read &  
considered is allowed and it is now ordered that y<sup>e</sup> County Treasurer be Directed to pay  
y<sup>e</sup> same to y<sup>e</sup> said William out of y<sup>e</sup> County Treasury & - - - - - Orderd 23<sup>rd</sup> May 1765

Moore Joseph Moore of Montague gentleman brings his account here of expence in repairing the  
at all } Bridge over Miller River in y<sup>e</sup> County Road between Montague and Northfield amounting  
to two pounds eighteen shillings and three pence and prays that y<sup>e</sup> same may be allowed &  
paid him. y<sup>e</sup> same account being read and considered is allowed and it is now ordered that  
County Treasurer of this County be Directed to pay y<sup>e</sup> same to y<sup>e</sup> said Joseph out of the Coun-  
ty Treasury & - - - - - Orderd 15<sup>th</sup> June 1765

Moore Daniel Moorey and others a Committee heretofore appointed by this Court to lay out high  
at all } ways and other persons employed by y<sup>e</sup> said Committee now bring their account here  
and pray that y<sup>e</sup> same may be allowed which said account being read and considered  
is allowed. And it is now ordered that y<sup>e</sup> said Committee and y<sup>e</sup> other persons for their  
said service mentioned in y<sup>e</sup> same account be paid by y<sup>e</sup> County Treasurer out of the Coun-  
ty Treasury for their said service viz Daniel Moorey six pounds and nine shillings William  
Eastman four pounds four shillings. Phineas Smith six pounds nine shillings David Nash  
six pounds nine shillings. Eleazer Nash ten pounds two shillings and six pence and to the other  
persons employed at aforesaid these sums viz Dugles King five shillings and one penny Aaron  
Pearle three shillings and nine pence Josiah Ward two shillings and eight pence Thomas Smith  
two shillings and eight pence Stephen Noble one shilling Phidrich Noble one shilling Samuel  
Danks one shilling and four pence Reuben King two shillings and eight pence Gideon Mawley  
two shillings and eight pence - - - - - Orderd 14<sup>th</sup> June 1765

Agents for Northampton petition The Inhabitants of y<sup>e</sup> Town of Northampton in y<sup>e</sup> said County of Hampshire by their Agents  
viz Joseph Hawley Esq<sup>r</sup> Ebenezer Hunt gentleman Josiah Pomeroy Caleb Strong gentlemen and  
Mr. Ephraim Wright bringing their petition into this Court  
praying that this Court would be pleased to make such Order or Orders as  
shall be necessary for y<sup>e</sup> discontinuance of that County Road in y<sup>e</sup> County aforesaid leading  
from Northampton aforesaid to Chesterfield in y<sup>e</sup> same County called the South Road that  
is to say from y<sup>e</sup> place on Broughton Meadow plain in Northampton aforesaid where  
the said South Road Departs from y<sup>e</sup> other Road from y<sup>e</sup> said Northampton to Chesterfield called the  
North Road to y<sup>e</sup> place in Chesterfield aforesaid where y<sup>e</sup> said Roads unite. Because as the said  
Agents say there is no general or common need or occasion for y<sup>e</sup> said South Road and that but very  
few persons would travel y<sup>e</sup> said South Road if y<sup>e</sup> same should be kept in good Repair by rea-  
son that y<sup>e</sup> said North Road lies on ground by Nature so much more feasible and that altho  
it be somewhat longer yet such without trial it might have been reasonably supposed  
that it would be most generally travelled especially with Carriages on account of y<sup>e</sup> ad-  
vantages of y<sup>e</sup> ground but however doubtful that might have been before trial. Yet now  
experience has put it out of Question for not only through y<sup>e</sup> last Winter but the Winter  
before when y<sup>e</sup> difficulty of keeping y<sup>e</sup> road open was not extraordinary and y<sup>e</sup> unrepaired  
places made feasible by y<sup>e</sup> frost, the Travelling was generally in y<sup>e</sup> North Road and should be the



the Roads be in equal Repair y<sup>e</sup> North Road being the Road which will always be used by <sup>Northampton</sup> ~~competitors~~  
almost all Travellers in y<sup>e</sup> Winter Season and y<sup>e</sup> Advantage to a few persons of travelling  
in y<sup>e</sup> South Road in y<sup>e</sup> other Seasons being so inconsiderable as that y<sup>e</sup> said petitioners conceive  
the Court will not Judge it Expedient and Reasonable that y<sup>e</sup> Towns in which y<sup>e</sup> said South  
Road lies should be put to y<sup>e</sup> Expence and Charge of making and maintaining y<sup>e</sup> same mere-  
ly to humour a few people or particular persons where it is not of Common Necessity or  
Convenience as aforesaid the Instances of being costly and Difficult Repairs which the Con-  
venience of y<sup>e</sup> said Road will occasion to y<sup>e</sup> said Petitioners are so many &c. And y<sup>e</sup> said petiti-  
oners can't but be persuaded that this Court will for much Regard y<sup>e</sup> extraordinary Burden that  
is upon them in y<sup>e</sup> Repairs of Ways and making and maintaining Bridges as that this Court  
will most readily do what lies with them to prevent any further Charge of that Nature which  
shall not appear truly Necessary - And that their Suggestion that their Charges and burdens of  
the Nature aforesaid are extraordinary may not appear Groundless they beg leave in the short-  
est manner to mention some Instances thereof - And they say that besides the Common repair  
of y<sup>e</sup> great Number of Common Ways in Northampton and Maintaining the vast Number  
of Bridges which are occasioned by y<sup>e</sup> Unevenness of the Surface of y<sup>e</sup> Ground in y<sup>e</sup> said Town in  
Distinction from all y<sup>e</sup> River Towns in y<sup>e</sup> said County there are three Great Bridges in the  
publick Roads in Northampton which are and for a long time past have been maintained  
by the Inhabitants of y<sup>e</sup> said Town to wit y<sup>e</sup> Great Bridge in y<sup>e</sup> Country Road over the  
Mill River below y<sup>e</sup> Old Mills the Parkhouse Bridge <sup>ext bridge</sup> over Munhan River at Bartlett's Mill  
and also a fourth Bridge which y<sup>e</sup> petitioners apprehend that on this occasion they may with  
propriety <sup>mention</sup> maintain to wit y<sup>e</sup> Great Bridge in y<sup>e</sup> said Town called Lubingwater Bridge which  
~~also~~ It does not stand in a Road which this Court has hitherto thought Necessary to  
make a County Road yet in fact is a Bridge more used by y<sup>e</sup> Country than any  
other in y<sup>e</sup> said Town or perhaps in any other Town in y<sup>e</sup> County above Spring-  
field and therefore y<sup>e</sup> said petitioners humbly apprehend may most properly be  
considered as part of y<sup>e</sup> said Towns Expence on y<sup>e</sup> publick Road each of which four  
Bridges are longer and more expensive than any Bridge in any other Town in the  
County which at present is maintained at y<sup>e</sup> particular and Sole Charge of y<sup>e</sup> Town  
wherein y<sup>e</sup> same is situated. Besides y<sup>e</sup> aforesaid great Current Charge on y<sup>e</sup> petitioners  
which they have born for many years without any Aid or Contribution of y<sup>e</sup> County  
or any particular Town in y<sup>e</sup> County (the formerly Hatfield was wont to contribute to  
y<sup>e</sup> Charge of Parkhouse Bridge) the Charge of making and maintaining y<sup>e</sup> New Road to  
Bartlett's Mill was y<sup>e</sup> last year and must for several years to come be great and extraordinary  
by which Road y<sup>e</sup> publick is likely in a little time to be vastly better Accommodated in their  
Travelling than it was possible they could ever have been by y<sup>e</sup> former Road. A great  
Expence voluntarily incurred by y<sup>e</sup> petitioners and which y<sup>e</sup> petitioners conceive this Court  
without their Consent would not have thought of laying upon them. The petitioners there-  
fore Submit &c. And as in Duty pray &c. The foregoing petition being read &c. Ordered  
that y<sup>e</sup> same lie till y<sup>e</sup> next Term of this Court for this Court then further to consider of  
the prayer thereof &c. - - - - -

Robert Hamilton and many other Inhabitants of y<sup>e</sup> Town of Chesterfield with several persons. Hamilton  
Inhabitants of y<sup>e</sup> Town of Northampton bring their petition here humbly shewing and <sup>in prob</sup>  
forming that a Committee has been repeatedly sent by this Court to Lay out Roads through  
the Town of Chesterfield more especially y<sup>e</sup> Committee that were sent y<sup>e</sup> last year have been fit  
to give it as their Judgment in favour of y<sup>e</sup> way by Barrow's Hill from Northampton to  
Chesterfield and y<sup>e</sup> petitioners being informed that y<sup>e</sup> Inhabitants of Northampton have  
chose a Committee to try to have it discontinued which if it is affected that trust will <sup>some</sup>



87 prove Detrimental to y<sup>e</sup> publick for y<sup>e</sup> Continuance of Roads after this manner keeps  
people in ignorance and consequently they know not where to work and Repair the roads  
for y<sup>e</sup> publick nor for themselves. And furthermore the said Road being much higher from  
the Center of Chesterfield to Northampton than it is to go by Fairfield they view it as  
a great hardship to Oblige them to go so far round when they can have a Road so much near  
er. And that that which is best for them in this case is best for y<sup>e</sup> publick and they view it  
as best to have y<sup>e</sup> said Road continued. And they Submit - the petition being read  
It is now Ordered that y<sup>e</sup> same shall lie till y<sup>e</sup> Next Term of this Court for this Court  
then to consider of y<sup>e</sup> matter thereof

The order on  
of Petitioners  
read on y<sup>e</sup> same  
side of fol. 85  
of this book  
beginning at  
y<sup>e</sup> Afternoon  
there

I Considered and this Court thereupon taking into their Consideration also y<sup>e</sup> necessity  
of a publick Road not only from Belchenstown to Palmer but thro' Palmer  
Brimfield & Do order that the Committee now appointed upon the  
Petition of Charles Hoar do view and lay out a High Way from such part  
of the Bay Road so called in Belchenstown aforesaid as they may judge it  
most convenient to take their departure therefrom, to Palmer and through  
Palmer and Brimfield to the Line of the County of Worcester in the best  
manner to accommodate all travellers from Hadley and other northerly  
parts of the County of Hampshire to Sturbridge in the County of Worcester  
And this Court now here doth further Order that the said Committee do  
view the Ground, and, if they shall judge it best for the Publick, lay out a  
High Way from the Country Road in Palmer through Brimfield and  
South Brimfield so as may best serve the Publick in travelling from  
Palmer to Stafford or union in Connecticut, And also make an Alteration  
of the Country Road in Palmer near the house of Bernard M<sup>r</sup>. Mitt, if they shall  
judge an Alteration of it there may be of advantage to the Publick -

Which said Committee are to give reasonable Notice to all persons in-  
terested of the times and places of their meeting for the Purposes afores<sup>d</sup>. and  
are to be under Oath to perform the Services above assigned them with most  
convenience to the Publick and least prejudice or Damage to private Property  
and are also to ascertain the Places and Courses of the said Ways in the best way  
and manner they can which having done the said Committee or the major  
part of them are to make Return thereof to the next Court of General Sessions  
of the Peace to be holden in the said County after the said Services are per-  
formed under their hands and Seals, And if any person be damaged in his or  
her property by the laying out of the said Ways or by the Alteration afores<sup>d</sup>.  
the said Committee are empowered and required under Oath to estimate  
the same and make Return thereof as aforesaid And the Clerk of this Court  
is directed to serve the said Committee with a Copy of this Order &  
Order is - 14<sup>th</sup> June 1765.

The foregoing Judgments and orders were made  
and entered up in manner aforesaid and the said  
Court was then adjourned without Day -

AH<sup>t</sup>. W<sup>m</sup>. Williams Clerk



The following Return was made and allowed at this Term of the Court and should have been entered previous to the Certificate on the opposite Side but was overlooked. To Wit Pursuant to the order of the Court of General Sessions of the Peace holden at Northampton on the second Tuesday of November 1764 appointing us the subscribers a Committee to view and lay out a Highway from such place above to such place below the falls in South Hadley as might best answer the public ends of a carrying place and such other Highway or Highways from that ordered as above: as might in our Judgment be necessary for the Public to the Country road leading from Hadley to Chicquapee, having given reasonable Notice to all persons interested of the time & place of our meeting, We met at the house of Deacon John Smith Inn holder in S<sup>t</sup> Hadley on Monday the first day of April 1765 and went with a number of People concerned and viewed the several roads proposed leading from the Country road in South Hadley to the proposed carrying place & heard all Parties concerned in the affair, then went down to Springwell brook and two rods and a half from the bridge on the South Side of S<sup>t</sup> brook on the East Side of the High Road to Springfield We marked a Maple Staddle thus  $\odot$  & from thence We run west 40° 29 rods to the foot of the hill, then W<sup>t</sup> 26° S<sup>t</sup> 21 p<sup>r</sup> to the top of the hill, N.B. the last course in going up the hill the Committee agreed should be ten rods wide from the Path northward, it being a bad place for a Highway, then from the top of the hill the road runs W<sup>t</sup> 32° S<sup>t</sup> 39 p<sup>r</sup> to the top of the next hill 1° 32° W<sup>t</sup> 17½ perch to a pine Staddle m<sup>d</sup>  $\odot$ , W<sup>t</sup> 27° S<sup>t</sup> 72 perch to a heap of Stones, W<sup>t</sup> 28° S<sup>t</sup> 18 perch N<sup>t</sup> 5° N<sup>t</sup> 19½ to the top of the hill where we enter the field of the fall woods west of Ephraim Smith's house, then W<sup>t</sup> 2° S<sup>t</sup> 122 perch to an oak tree in the field, we went just the South Side of it, course continued in the whole 221 rods to a pine Staddle m<sup>d</sup>  $\odot$  on Carriage hill, then S<sup>t</sup> 6° W<sup>t</sup> 210 perch to a black oak Staddle m<sup>d</sup>  $\odot$ , then S<sup>t</sup> 35° W<sup>t</sup> 45½ perch to a small oak Staddle with Stones by it m<sup>d</sup>  $\odot$ , S<sup>t</sup> 11° E<sup>t</sup> 27 perch a heap of Stones at the path that comes from the head of the fall via the proposed carrying place; Then we went up to the head of the falls where they draw out their boards and other Lumber at the head of the fall and began at a small Spruce on the Bank Stones by it m<sup>d</sup> and from thence we run S<sup>t</sup> 71° E<sup>t</sup> 45½ perch to a black oak m<sup>d</sup>  $\odot$ , S<sup>t</sup> 15° E<sup>t</sup> 28 perch to a small Walnut m<sup>d</sup>  $\odot$ , S<sup>t</sup> 40° E<sup>t</sup> 20 perch into the mill yard near the saw mill, E<sup>t</sup> 8° S<sup>t</sup> 76 perch which ends 4 rods over a small brook, E<sup>t</sup> 21° S<sup>t</sup> 30 perch, E<sup>t</sup> 36° S<sup>t</sup> 30 perch to a Crooked oak m<sup>d</sup>, S<sup>t</sup> 36° E<sup>t</sup> 30 perch to the Line of Jonathan Whites Line (last it should probably have been) S<sup>t</sup> 10° E<sup>t</sup> 13 perch, S<sup>t</sup> 21° E<sup>t</sup> 16½ rods to a black oak tree S<sup>t</sup> 7° E<sup>t</sup> 38 perch to an oak tree m<sup>d</sup>  $\odot$ , S<sup>t</sup> 29° E<sup>t</sup> 12½ perch to a heap of Stones, E<sup>t</sup> 31° N<sup>t</sup> 18 - a black oak m<sup>d</sup>  $\odot$ , E<sup>t</sup> 2° N<sup>t</sup> 29 - to a heap of Stones, E<sup>t</sup> 42° S<sup>t</sup> 33 - to a heap of Stones, the same Heap above mentioned to which we brought down the road from the Country road in South Hadley - then S<sup>t</sup> 19° E<sup>t</sup> 20½ perch to a black oak m<sup>d</sup> on the <sup>top</sup> of the hill, S<sup>t</sup> 31° E<sup>t</sup> 11 perch to the middle of the hill, S<sup>t</sup> 5° E<sup>t</sup> 23 perch to a small white oak m<sup>d</sup>, then S<sup>t</sup> 20° E<sup>t</sup> 18 perch to a pair of bars to the line between Preston and Taylor, S<sup>t</sup> 38° E<sup>t</sup> 56 perch to a great Gate between Wm and Samuel Taylor, S<sup>t</sup> 37° E<sup>t</sup> 46 perch to a heap of Stones by the path, S<sup>t</sup> 17° W<sup>t</sup> 78 perch to a heap of Stones, S<sup>t</sup> 5° E<sup>t</sup> 24 perch, S<sup>t</sup> 20° W<sup>t</sup> 12 perch to a heap of Stones, S<sup>t</sup> 13° East 19 perch to the foot of the hill, E<sup>t</sup> 14 rods, E<sup>t</sup> 10° S<sup>t</sup> 64 perch crosses above and comes to the path again, E<sup>t</sup> 38° S<sup>t</sup> 29 perch, S<sup>t</sup> 45° E<sup>t</sup> 16 perch to where the path turns to the River S<sup>t</sup> 35° W<sup>t</sup> 12 perch to the water side, here the Committee requested and laid out ten rods below and fifteen rods above where we struck the River to be ten rods wide from the Water for a landing place for Vessels Rafting boards and other Lumber being twenty five rods long up & down the River and ten rods wide, Then went back from the Water side to the end of first course, 12 rods, and run from thence out of the field N<sup>t</sup> 31° E<sup>t</sup> 28 perch, then N<sup>t</sup> 14° E<sup>t</sup> 20 perch then N<sup>t</sup> 14° W<sup>t</sup> 41 perch to Friel's house, then N<sup>t</sup> 11° E<sup>t</sup> 12 perch to the point of the hill, N<sup>t</sup> 33° E<sup>t</sup> 54 perch through Pomeroy's lot to his bars, E<sup>t</sup> 3° S<sup>t</sup> 42 perch up the hill by Pomeroy's house N<sup>t</sup> 28° E<sup>t</sup> 22 perch to an oak tree mark<sup>d</sup> before Titus Pomeroy's door, E<sup>t</sup> 10° N<sup>t</sup> 225 perch a small bush mark<sup>d</sup>, E<sup>t</sup> 41° N<sup>t</sup> 36 perch to the Country road where we marked a small oak Staddle near where the path comes into the Country Road from the Inhabitants of the fall woods, this Road to be two rods wide and all the bounds & marks stand in the middle of the Way Nath<sup>l</sup> Dwight & Seal, Ebenezer Hunt & Seal, Nath<sup>l</sup> Black & Seal, Josiah Pomeroy & Seal, Jon<sup>a</sup> Strong & Seal -

Highway from the head of the falls in S<sup>t</sup> Hadley to foot of fall

first from Country Road in S<sup>t</sup> Hadley to foot of hill which leads from head of falls

width

from head of falls to the place where they take out below the falls

from first landing below falls to Country Road

The



The foregoing Return was now brought into this Court and being read and considered by this Court is accepted and the Ways therein described established as for Common Highway of the Lord the King ~

New Way through Chiquapee Fields } We the Subscribers being also ordered to lay out a Highway through Chiquapee fields from the Country road near St. Alvord's as near the River as may be best down to the North end of Chiquapee Street, and to lay a Highway from the Country Road near said Alvord's to Connecticut River for the Transport of Goods to and from the River and view the present Country Road in the same field & Report to The Third day of April 1765 (having given reasonable notice to all Persons concerned) met at the House of Mr. Abel Chapin, and began at the Gate at the North End of Chiquapee Street in the Way that leads into the field and run from thence, North 49 rods then N. 5° E. 43 1/2 perches to the east part of the bar, N. 14° E. 68 1/2 perches to an Oak tree marked Q, Course continued N. 14° E. 36 1/2 perches to an Elm marked thus Q, N. 24° E. 36 perches then N. 33° E. 58 perches to an Oak bush marked Q, N. 30° E. 26 perches comes within two rods of the River bank the Owners of the Land request and we agreed to leave one rod between the Road and top of the River bank that the world might not cut off the Timber and leave the bank Naked to be broken with the Water, then by the bank of the River E. 16° N. 50 1/2 perches one rod north of an Oak tree marked Q, E. 22° N. 57 1/2 perches, E. 14° N. 52 perches, E. 27° N. 22 perches, E. 15° N. 32 to the brow of the hill at the steep pitch E. 21° N. 32 - to a large white Oak tree marked Q, E. 36° N. 32 perches to the middle of the path that goes to Alvord's Wharf - E. 27° N. 28 perches to a black oak saddle the upper side of the Land we sequestered for landing and rafting to, Then we went back on the same Line eighteen rods which is to be the Length of said Sequestration and run from thence S. 27° E. 4 rods which makes the said Land six rods wide at the lower end, then run E. 27° N. 13 perches to the middle of the Road we are to lay out from said Landing to the Country Road north of St. Alvord's barn then we run from the end of the last Course S. 43° E. 15 rods to the Country Road above St. Alvord's barn to a small White pine by the side of Spring field Road this Road from the End of Chiquapee Street to be two rods wide and the Land sequestered & laid out as aforesaid is six rods wide and eighteen rods long the line we run to be the middle of the Road - Nathl. Dwight and Seal, Ebenezer Hunt & Seal Nathl. Clark and Seal, Josiah Porrooy & Seal Jon. Strong & Seal - This Return of the aforesaid Committee being now presented read & considered by the Court is accepted & ordered to be Recorded with the Records of this Court & the Ways and Sequestration as above described established for the Common use of the Kings Subjects - The said Committee also returned the following Estimate of Damages occasioned by the aforesaid Way leading thro' Chiquapee field viz to the Widow Martha Chapin £11. 15. 0. To Mr. Abel Chapin £8. 5. To Jonathan Chapin £1. 9. 0. To Phineas Chapin £2. 3. 0. To Deacon Edw. Chapin £1. 5. 0. To Benoni Chapin £1. 2. To St. Job Alvord £1. 5. 0. which is allowed by this Court - It is ordered that if Report of a Committee respecting discontinuance of the old Way thro' Chiquapee Fields lie till the next Term for further Advice -

The foregoing are true Copies from original made by order of the said Court at the said Session of the Third Tuesday of May aforesaid.

Attest W. William Clerk



At his Majesty's Inferiour Court of Common pleas begun and held at  
Springfield within and for y<sup>e</sup> County of Hamphire on y<sup>e</sup> Last Tuesday of August  
being the Twenty seventh Day of y<sup>e</sup> said Month & dedie in Diem to Tuesday the  
third Day of September Anno Dom<sup>i</sup> 1765 c.

### Report

Israel Williams Esq<sup>r</sup>  
Josiah Dwighe Esq<sup>r</sup>  
Timothy Dulight Jun<sup>r</sup> Esq<sup>r</sup>  
Thomas Williams - Esq<sup>r</sup>

Clearer Porter Esq<sup>r</sup>  
for certain causes

### The Jury for Trials

Thomas Robbins foreman  
Joseph Bidwatha 2.  
William Clark  
Benjamin Wail  
Azariah Dickinson  
Joseph Moor  
David Hoik  
Joseph Field  
Thomas Lombard  
Noah Dickinson  
John Tibbals  
George Wood

Joel Biggeman et al. of Springfield aforesaid p<sup>ts</sup> vs John Townley of Hartford in y<sup>e</sup> County of  
Hartford in y<sup>e</sup> Colony of Connecticut def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as heretofore recorded) the parties  
by their said Attornies come here, and now with y<sup>e</sup> Leave of this Court agree that y<sup>e</sup> Case be  
continued & and it is therefore Considered that y<sup>e</sup> said Case be continued (under y<sup>e</sup> same  
Rule of Reference as at y<sup>e</sup> last Term of this Court) untill y<sup>e</sup> Second Tuesday of November  
next y<sup>e</sup> Next Term of this Court and y<sup>e</sup> said parties have y<sup>e</sup> same Day before the Court &c.

John Withon of Peterham in y<sup>e</sup> County of Worcester Gentleman p<sup>ts</sup> vs Benjamin Cotton Jun<sup>r</sup>.  
of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea that y<sup>e</sup> said Benjamin Render his Reasona-  
ble Account during y<sup>e</sup> time he was Baliff of y<sup>e</sup> said Towne (as heretofore recorded) the said  
Benjamin being three times publickly called & does not Appear he is therefore Non suit And the said  
Benjamin being in like manner called does not come here he is therefore Defaulted And y<sup>e</sup>  
Action is Dismissed &c.

Jeymour Allen a Freeman p<sup>ts</sup> vs Isaac Thibe Yeoman def<sup>t</sup>. In a plea of Trepass (as recorded at Allen  
last Term) The p<sup>ts</sup> by his Attorney aforesaid Appear and moves to this Court that y<sup>e</sup> Case may  
be continued and y<sup>e</sup> Def<sup>t</sup> Consenting. It is therefore Considered that y<sup>e</sup> Case shall be continued  
till y<sup>e</sup> Next Term of this Court on y<sup>e</sup> Second Tuesday of November Next And y<sup>e</sup> parties have the same  
Day before the Court &c.

Samuel How of Belcherstown in y<sup>e</sup> County of Hamphire Gentleman p<sup>ts</sup> vs Benjamin Smith  
of Rutland in y<sup>e</sup> County of Worcester Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as recorded heretofore) the said  
Samuel being three times publickly called does not Appear he is therefore Non suit And y<sup>e</sup> said  
Benjamin being in like manner called does not come he is therefore Defaulted And y<sup>e</sup> Case  
is Dismissed &c.

Benjamin Pomeroy of Northampton in y<sup>e</sup> said County of Hamphire Gentleman & Esther Pomeroy  
of Southampton in y<sup>e</sup> said County Gentlewoman Administrators of y<sup>e</sup> Goods &c. of Elisha Pome-  
roy late of said Northampton Gentleman Deced Intestate p<sup>ts</sup> vs Joseph Hubbard of Hadley in y<sup>e</sup> said  
County Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case (as heretofore recorded) the p<sup>ts</sup> by Simon Strong Jun<sup>r</sup>







as on record heretofore the referees heretofore mutually chosen to determine and award between the said parties now living their award here in which they say that they do not find any cause of action but that the Boards mentioned in the said declaration were delivered according to the said order of the same Court and are now ready for the said Court where the same were to be delivered. they therefore find for the said Court of Court and Cost of Reference. the same award being read and considered is accepted. It is therefore considered by the Court now here that the said do recover a sum of four pounds ten shillings and one penny Costs of Court and Cost of Reference and he may have his Execution therefor. — — — — — From the 24th Oct 1765

Billed Fowler of Westfield in the County of Hampshire. Trader plaintiff vs Thomas Dewey of the same Westfield from an debt. In an plea of the case as heretofore recorded the parties by their said Attornies appear and the referees heretofore mutually chosen to award touching the premises now bring their award here in which they say that after hearing the parties they say that the said Billed do recover against the said Thomas ten pounds eleven shillings and ten pence Damages and Costs of Reference being eighteen shillings and also Costs of Court the said Verdict being read and considered is accepted. It is therefore considered that the said Billed do recover against the said Thomas ten pounds eleven shillings and ten pence of Lawfull Money Damages and two pounds fifteen shillings and five pence Costs of Court and Reference and he may have his Execution therefor. — — — — — From the 28th Oct 1765

Jane Faggart of Blanford in the County of Hampshire Widow and Relict of Samuel Faggart lately of the said Blanford from an debt plaintiff vs Sylvanus Piercy of the said County of Berkshire from an debt. In an plea that the said Sylvanus Render to the said Jane her reasonable Dower as heretofore recorded. the said Jane by John W. or Kingston Esq: her said Attornies appear and the said Sylvanus by Moses Bliss Gentleman his Attornies comes here and defends. they say and Injurys which the said Jane says the said Jane ought not to have or maintain her Action thereof for the recovery of the demanded premises against him. the said Sylvanus but thereof ought to be barred because he says that the above named Samuel Faggart Husband of the said Jane was never seized of any within mentioned Tract of Land in his Demesne as of fee or any other Estate whereby the said Jane was in to have her Dower thereof by Law during their Coverture and that he is ready to verify wherefore he prays Judgment that the the said Jane of the said her said Action be barred and he allowed his Costs. — — — — — And the said Jane says that in any thing in the said Sylvanus above in pleading alleged she ought not to be precluded from having her Action against him maintain. — — — — — because she says that the said Samuel Faggart her late Husband was seized in fee of the Tract of Land in her Declaration mentioned during the Coverture between her and the said Samuel. — — — — — And she prays man be bound of by the Court. — — — — — And the said Sylvanus likewise after a full hearing of the parties in their Council learned in the Law of the case was committed by the Jury Mr Thomas Lebins foreman and his fellows who return their Verdict therein and on their Oath say that they find that the said Samuel Faggart lately of the said Husband of the said Jane was seized of the said Land comprised in the said Declaration during the Coverture and that the said Jane is thereof Dowerable the Jury therefore find for the said Jane her Dower in the said Lands aforesaid and Damages for Detaining the same the sum of three pounds six shillings and eight pence and Costs of Court. — — — — — It is therefore considered by this Court now here that the said Jane do recover against the said Sylvanus her Dower in the said Lands and three pounds six shillings and eight pence of Lawfull Money Damages for Detaining the said Jane's reasonable Dower in the said Lands and three pounds sixteen shillings and eleven pence Costs of Court and he may have Execution. — — — — — From the 28th April 1766

William White of Hindrole in the Province of New Hampshire German & Liner Dred of Guilford in the County of New Haven and Colony of Connecticut German and Mary his Wife who was Cook late Mary White Thomas Chamberlain of Cowas in the same Province of New Hampshire German and Sarah his Wife who was late Sarah White which said Liner and Thomas sue.



82 me in Right of their said Wives <sup>it is</sup> vs Moses Cook of Amherst in y<sup>e</sup> County of Hampshire  
White from an In plea of Entry on Disseisin in y<sup>e</sup> 1<sup>st</sup> post <sup>the 1<sup>st</sup> by John Worthington Esq. y<sup>e</sup> Attorney at Law</sup> (as on Record heretofore) And now  
Cook } the said Joseph Taylor Samuel Taylor Moses Taylor Nathaniel Hitchcock and Hannah his Wife  
by Simon Strong their Attorney Gentlemen come here and freely Warrant to the said  
Cook the said Described Lands in y<sup>e</sup> following manner and proportion to wit y<sup>e</sup> said  
Samuel Joseph and Moses one seventh part each and said Nathaniel and Hannah one  
seventh part. And y<sup>e</sup> said Mary Brownson by Joseph Brownson her Attorney comes  
here and freely Warrants to y<sup>e</sup> said Cook one seventh part of y<sup>e</sup> said Lands. And y<sup>e</sup> said  
Lois Taylor <sup>one of y<sup>e</sup> children and heirs of Joshua Taylor</sup> by y<sup>e</sup> said Joseph Brownson her Guardian comes and freely Warrants to y<sup>e</sup>  
said Moses Cook one twenty first part of said Described Lands. And y<sup>e</sup> said William White  
& the said Ebenezer Dodd and Mary his Wife and Thomas Chamberlain and Mary his Wife  
now in Court Demand against y<sup>e</sup> said Samuel Joseph and Moses Taylor Tenants by their Wa-  
rantee one seventh part each of y<sup>e</sup> Lands and premises in their y<sup>e</sup> 1<sup>st</sup> pt<sup>l</sup> Original writ De-  
manded against y<sup>e</sup> said Moses Cook and against y<sup>e</sup> said Nathaniel Hitchcock and Han-  
nah his Wife Tenants also by their Warrantee the seventh part of y<sup>e</sup> aforesaid Originally  
Demanded premises and of y<sup>e</sup> said Mary Brownson Tenant also by her Warrantee one seventh  
part of y<sup>e</sup> said Originally Demanded premises and of y<sup>e</sup> said Lois Taylor Tenant also by her  
Warrantee One twenty first part of y<sup>e</sup> Originally Demanded premises And thereon say that  
John Taylor late of Hadley Deceased brother of y<sup>e</sup> half Blood to y<sup>e</sup> said William Mary and Sarah  
and whose Coheirs they are within forty years last past was seized of y<sup>e</sup> five seventh and one  
twenty first parts of y<sup>e</sup> said thirty two acres now Warranted by y<sup>e</sup> said Joseph Samuel Moses  
Nathaniel and Hannah Mary and Lois in y<sup>e</sup> several proportions aforesaid together  
with y<sup>e</sup> Appurtenances of y<sup>e</sup> thirty two acres with the Appurtenances in his own right as of his  
Inheritance and Right in a peaceable time in y<sup>e</sup> Reign of Late Lord y<sup>e</sup> King that then was viz  
George the Second taking y<sup>e</sup> profits thereof to y<sup>e</sup> Value of forty shillings p<sup>annum</sup> and that  
the said Samuel Hawley unjustly and without Judgment Disseised him and from the said  
John Taylor y<sup>e</sup> Right of y<sup>e</sup> said Lands with y<sup>e</sup> Appurtenances descended & came to y<sup>e</sup> said  
William Mary and Sarah his Brother and Sisters and Coheirs as aforesaid and that they the  
said Joseph Samuel Moses Nathaniel and Hannah Mary and Lois had no Entry into the  
Lands aforesaid with y<sup>e</sup> Appurtenances untill after y<sup>e</sup> Disseisin which y<sup>e</sup> said Samuel  
Hawley unjustly and without Judgment made &c. And y<sup>e</sup> said Moses Cook now comes  
in Simon Strong Gentlemen his Attorney and for plea says that as to y<sup>e</sup> one seventh part  
and y<sup>e</sup> one twenty first part of y<sup>e</sup> Originally Demanded premises which are not warrant-  
ed to him by said Persons vouched and summoned the said John Taylor Brother of y<sup>e</sup> Demandants  
was never Disseised in manner and form as y<sup>e</sup> pt<sup>l</sup> in their Declaration have alleged  
and thereof puts himself on y<sup>e</sup> Country. And y<sup>e</sup> pt<sup>l</sup> by their said Attorney likewise. And  
the said Joseph Taylor Samuel Taylor Moses Taylor Nathaniel Hitchcock and his said  
Wife and said Mary Brownson and Lois Taylor here defend &c. And say that as to y<sup>e</sup> parts  
of said Demanded Lands by them respectively Warranted the said John Taylor Brother  
of y<sup>e</sup> said Demandants was never disseised in manner and form as said Demandants  
have in their Declaration alleged and thereof put themselves on y<sup>e</sup> Country. And the  
said pt<sup>l</sup> likewise do y<sup>e</sup> same. After a full hearing of y<sup>e</sup> parties by their Council Learned  
in y<sup>e</sup> Law y<sup>e</sup> Case was committed to y<sup>e</sup> Jury Mr Thomas Pabbin foreman and his fellows  
who return their Verdict therein and on their Oaths say that they find Costs for the Def<sup>t</sup>  
It is therefore Considered that y<sup>e</sup> def<sup>t</sup> Moses Cook recover against y<sup>e</sup> said pt<sup>l</sup> one pound  
fifteen shillings and nine pence of Lawfull Money Costs (and that y<sup>e</sup> said pt<sup>l</sup> for their  
ground costs)



groundless suit be held in Warr<sup>ts</sup> and y<sup>e</sup> said Defendants may have their Execution in the p<sup>th</sup>ly White<sup>or</sup> Cook<sup>or</sup> by their said Attorney Appeal from y<sup>e</sup> Judgment of this Court by Superior Court of Indi-  
cature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth  
Tuesday of September next and he Recognizes with Sureties or y<sup>e</sup> Law directs for their  
respeaking their Appeal with Effect as by y<sup>e</sup> said Recognizance on filed appears

Moses Cook of Amherst in y<sup>e</sup> said County of Hampshire Yeoman pl<sup>t</sup> vs Joseph Taylor Yeoman Cook  
Moses Taylor Yeoman Aaron Taylor Yeoman Samuel Taylor Yeoman Huldah Taylor Spinster Taylor  
Sarah Taylor Spinster all of South Hadley in y<sup>e</sup> County of Hampshire and Mary Brownson Widow  
and Lois Taylor Spinster both of Suffield in y<sup>e</sup> County aforesaid and Nathaniel Hitchcock of Wil-  
braham and Hannah his in y<sup>e</sup> said County In plea that they warrant to y<sup>e</sup> said Moses Cook  
Thirty two Acres and an half of Land lying in said Amherst bounding Sothly partly on Land  
of Isaac Goodale and partly on Land of said Moses Cook Easterly on a Highway North on Land of  
said Cook West on y<sup>e</sup> Dividing Line between said Amherst and Hadley being part of a Lot of  
Land in y<sup>e</sup> first or Westerly Division of Land now in Amherst which at y<sup>e</sup> time of y<sup>e</sup> origi-  
nal Laying out thereof was in y<sup>e</sup> said Township of Hadley and was allotted and Laid out  
to one John Taylor formerly of said Hadley deceased then called John Taylor Senior One hun-  
dred and Twenty Rods in Length and Sixty Eight Rods and Eleven feet in Breadth and  
bounds North on y<sup>e</sup> Lot in said Division Originally laid out to John Taylor then called  
Jun<sup>r</sup> and was son of y<sup>e</sup> same John Taylor Sen<sup>r</sup> and South on y<sup>e</sup> Lot in y<sup>e</sup> same Division O-  
riginally Allotted and Laid out to one Joseph Church formerly of said Hadley deceased  
which Thirty two Acres and half is now on y<sup>e</sup> Northwesterly side of y<sup>e</sup> said Lot laid out to said  
John Taylor Senior and which y<sup>e</sup> said Cook holds and Claims to hold of John Taylor for  
merly of said Hadley now deceased who was some time called John Taylor Jun<sup>r</sup> Father of  
the said Joseph Taylor Moses Taylor Aaron Taylor and Samuel Taylor and whose heirs y<sup>e</sup>  
last Named Taylor are and also of y<sup>e</sup> said Hannah Hitchcock and Mary Brownson and  
whose heirs y<sup>e</sup> said Hannah and Mary are and Grandfather of y<sup>e</sup> said Huldah Sarah and Lois and  
whose heirs y<sup>e</sup> said Taylor last Named are and whereof y<sup>e</sup> said Cook has his Deed and which Thirty  
two Acres and half of Land William White and others Claim as appears by y<sup>e</sup> Record last aforesaid  
as y<sup>e</sup> Right and Inheritance of y<sup>e</sup> said White and others as whereof y<sup>e</sup> said Cook to y<sup>e</sup> Warranty  
against y<sup>e</sup> said <sup>deceased</sup> White by hath Vouched y<sup>e</sup> same above named heirs of said John Taylor called John  
Taylor Jun<sup>r</sup> and whereon y<sup>e</sup> said Moses Cook says that whereas y<sup>e</sup> same John Taylor last Named  
whose Children and heirs the above named Joseph Taylor Moses Taylor Aaron Taylor Samuel  
Taylor Hannah Hitchcock Mary Brownson are and whose Grand Children and heirs said Hul-  
dah Sarah Taylor and Lois are was seized in his Demesne as of fee of a Certain Tract of Land  
situated in said Division of Lands in Amherst aforesaid bounded North on a Lot of Land  
formerly belonging to one Stephen Warner on y<sup>e</sup> East by an highway West on y<sup>e</sup> Line now  
dividing between Hadley and Amherst and extending in Breadth Southerly from the  
South Line of Warners Lot between said East and West Limits forty Rods and one quarter  
of a rod and being to the said seized on y<sup>e</sup> first Day of April in y<sup>e</sup> first year of y<sup>e</sup> Reign  
of y<sup>e</sup> late King George y<sup>e</sup> Second at Hadley aforesaid by his Certain Deed of Bargain and Sale  
Sealed with y<sup>e</sup> Seal of him y<sup>e</sup> last said John Taylor Acknowledged and Registered According  
to y<sup>e</sup> Law of this province in that Case provided in Court to be produced made Dated  
Executed and Delivered on y<sup>e</sup> Day and Year last aforesaid by y<sup>e</sup> Name of John Taylor of Had-  
ley in y<sup>e</sup> County of Hampshire as Husbandman gave and granted to one Samuel Hawley now  
of Amherst or Weaver the whole Tract of Land last above Described with y<sup>e</sup> Appurtenances  
whereof y<sup>e</sup> piece of Land first above Described is a part by y<sup>e</sup> Name &c and y<sup>e</sup> said John Taylor by  
his said Deed bound himself and his heirs and assigns forever to Warrant y<sup>e</sup> said Lands to y<sup>e</sup> said



89 And Samuel Hawley his heirs and assigns &c Against y<sup>e</sup> Claims &c by Virtue of which said Gift and  
Book Grant said Samuel Hawley was seized of the whole Tract of Land last above Described &c in his  
Saylor's Deempr as of fee &c And y<sup>e</sup> said Samuel Hawley by his Certain Deed &c Conveyed the said piece  
of Land last above Described (of which y<sup>e</sup> piece of Land Demanded by y<sup>e</sup> said White &c is a  
park) to one Jonathan Nash to have and to hold &c with Warranty &c And y<sup>e</sup> said Jonathan  
Nash by his Deed &c Conveyed y<sup>e</sup> said Land to said Moses the plt: to have and to hold &c with  
Warranty &c and y<sup>e</sup> said Moses being seized &c the said William White &c brought their Writ  
of Entry &c - The said Moses by Lincoln Strong Gentleman his Attorney appears  
And y<sup>e</sup> said Joseph Saylor Samuel Saylor Moses Saylor Nathaniel Hithcock and Hannah his  
Wife and Mary Brownson and Lois Taylor and freely Warrant to said Cook in y<sup>e</sup> proportion  
mentioned in y<sup>e</sup> Record last aforesaid of y<sup>e</sup> Judgment and Action of y<sup>e</sup> said White &c against  
y<sup>e</sup> said Cook - And the said Aaron Huldah and Sarah being three times publicly called to  
come into Court make Default of Appearance here. It is therefore Considered by the Court  
now here that y<sup>e</sup> said Aaron Huldah and Sarah shall Warrant to y<sup>e</sup> said Moses for time and  
place part of y<sup>e</sup> said Demanded Lands with y<sup>e</sup> Appurtenances viz y<sup>e</sup> said Aaron one seventh  
and y<sup>e</sup> said Huldah and Sarah one twenty fifth part each &c

Jones David Jones Junr: of Wilbraham in y<sup>e</sup> County of Hampshire from an plt: vs. John Stevenson  
of Springfield aforesaid from an def: In plea of y<sup>e</sup> Case record heretofore the parties  
Plt. in this Action being now three times publicly called to come into Court is non suit  
and the said John Stevenson being three times publicly called to come into Court is non suit  
And the said John Stevenson is likewise defaulted and the Action is dismissed  
And the said John Stevenson is ordered to pay the costs of the said John Stevenson  
the said John Stevenson is ordered to pay the costs of the said John Stevenson  
and y<sup>e</sup> said John Stevenson is ordered to pay the costs of the said John Stevenson

Salott Samuel Salott of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut Esq: plt:  
vs Ephraim Noble of Westfield in y<sup>e</sup> County of Hampshire from an def: In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Samuel Demands against y<sup>e</sup> said Ephraim twenty one  
pounds Nine shillings and eight pence which y<sup>e</sup> said Ephraim by his Note on the  
Twenty ninth Day of May Anno Dom 1764 for Value Received promised to pay him  
y<sup>e</sup> said Samuel within three Months and if not then paid Interest from y<sup>e</sup> time of  
payment till paid &c the said Samuel by John Phelps Gentleman his Attorney  
appears And y<sup>e</sup> said Ephraim being three times publicly called to come into Court  
makes Default of Appearance here It is therefore Considered by the Court now here  
that y<sup>e</sup> said Samuel do recover against y<sup>e</sup> said Ephraim twenty two pounds fifteen  
shillings and five pence one farthing of Lawfull Money Damages and two pounds  
and six pence of time Money Allowed him with his Consent for his Costs of Court  
and he may have his Execution thereof - - - - - Term 21<sup>st</sup> Sep<sup>r</sup> 1765

Phelps Joseph Phelps of Simsbury in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut  
Gentleman plt: vs Daniel Olds of Westfield in y<sup>e</sup> County of Hampshire from an  
def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demands against the said Daniel  
four pounds Eleven shillings and two pence which y<sup>e</sup> said Daniel by his Note on  
the fifteenth Day of January last past for Value Received promised the said Joseph  
Phelps to pay him on Demand with Interest until paid. the said Joseph Phelps  
by John Phelps Gentleman his Attorney appears And y<sup>e</sup> said Daniel Olds being  
three times publicly called to come into Court makes Default of Appearance here  
It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Joseph do recover against the  
said Daniel four pounds fourteen shillings and two pence Damages and one pound seven  
teen shillings and ten pence of Lawfull Money Costs of suit and he may have his Execution  
thereof - - - - - Term 21<sup>st</sup> Sep<sup>r</sup> 1765



John Shepard Jun<sup>r</sup> of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Robert Linney Shepard  
of same Westfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said John Demands against  
y<sup>e</sup> said Robert six pounds and four shillings which y<sup>e</sup> said Robert on y<sup>e</sup> first  
Day of May Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said John  
to pay him or his Order on Demand with Interest & the said John by John Phelps  
Gentleman his Attorney appears and y<sup>e</sup> said Robert being three times publickly  
called to come into Court makes Default of appearance here It is therefore Consi-  
dered that y<sup>e</sup> said John do Recover against y<sup>e</sup> said Robert six pounds thirteen  
shillings and ten pence one farthing of Lawfull Money Damages and one pound  
fourteen shillings of like Lawfull Money Costs of prosecution and he the said John  
Shepard may have his Execution thereof -

Jonathan Shepard of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Daniel Olds of y<sup>e</sup> (Shepard  
of same Westfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Demands against Olds  
the said Daniel ten pounds which y<sup>e</sup> said Daniel on y<sup>e</sup> Thirtieth Day of July Anno Dom<sup>i</sup> 1764  
by his Note for Value Received promised y<sup>e</sup> said Jonathan to pay him by y<sup>e</sup> first Day of April then  
next with Interest & the said Jonathan by John Phelps Gentleman his Attorney appears &  
the said Daniel being three times publickly called to come into Court makes Default of ap-  
pearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Jonathan do Recover  
against y<sup>e</sup> said Daniel ten pounds thirteen shillings and six pence of Lawfull Money Da-  
mages and one pound fifteen shillings and ten pence of like Money Costs of Suit and he  
may have his Execution thereof - - - - - From J<sup>d</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

David Dewey of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Daniel Dewey of the field (Dewey  
in y<sup>e</sup> County of Berks<sup>h</sup>shire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said David Demands against Dewey  
the said Daniel five pounds and one shilling which y<sup>e</sup> said Daniel on y<sup>e</sup> Eleventh Day of Feb<sup>r</sup>  
Anno Dom<sup>i</sup> 1765 by his Note for Value Received promised y<sup>e</sup> said David to pay him with-  
in one year with Int<sup>r</sup> & the said David by John Phelps Gentleman his Attorney appears and  
the said Daniel being three times publickly called to come into Court makes Default of ap-  
pearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said David do Recover against  
the said Daniel six pounds and nine shillings of Lawfull Money Damages and two pounds  
two shillings and six pence of like Money Costs of Suit and he may have his Execution  
thereof - - - - - From J<sup>d</sup> 26<sup>th</sup> Sep<sup>r</sup> 1765

Matthew Noble of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs David Blash of Sandis- (Noble  
field in y<sup>e</sup> County of Berks<sup>h</sup>shire Gentleman def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Matthew Demands against Blash  
against y<sup>e</sup> said David five pounds two shillings, three pence and three farthings which y<sup>e</sup> said  
David owes to him y<sup>e</sup> said Matthew by reason of a Judgment had and obtained in this Court on  
the last Tuesday of August in the third year of y<sup>e</sup> Reign of y<sup>e</sup> Lord y<sup>e</sup> King that now is which Judg-  
ment is not satisfied nor reversed & the said Matthew by John Phelps Gentleman his Attorney  
appears and y<sup>e</sup> said David being three times publickly called to come into Court makes De-  
fault of appearance It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Matthew do Re-  
cover against the said David five pounds two shillings and three pence two farthings  
of Lawfull Money Debt and one pound fourteen shillings and six pence of like Money Costs  
and he may have his Execution thereof -

John Moseley of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ahimaz Easton of Jamettot (Moseley  
field Joiner def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against the said Ahimaz three Easton  
pounds thirteen shillings and three pence which y<sup>e</sup> said Ahimaz on the Twentieth Day



of March Anno Domini 1765 by his Note for Value Received promised the said John to pay him on  
Demand with Interest on the said John by John Phelps Gentleman his Attorney appears  
the said John being three times publicly called to come into Court in the manner Default  
of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John  
do Recover against y<sup>e</sup> said John three pounds fifteen shillings and two pence  
of Lawfull Money Damages and One pound fourteen shillings and six pence of like  
Money Costs and he may have his Execution thereof — — — — — Cron. Id. 21<sup>st</sup> Sep: 1765

Erskine of Pittfield in y<sup>e</sup> County of Berkshire from an pl<sup>t</sup> vs Sylvanus Piercy of Westfield  
in y<sup>e</sup> County of Hampshire from an def<sup>t</sup> In a plea of Case wherein y<sup>e</sup> said Erskine De-  
mands against y<sup>e</sup> said Sylvanus two pounds nine shillings and eleven pence which  
the said Sylvanus on y<sup>e</sup> twenty ninth Day of April last past by his Note for Value Received  
promised y<sup>e</sup> said Erskine to pay him or his Order on Demand with Interest on the said Erskine  
by John Phelps Gentleman his Attorney appears and y<sup>e</sup> said Sylvanus being three  
times publicly called to come into Court in the manner Default of appearance here It is there-  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Erskine do Recover against the said Sylva-  
nus three pounds and ten pence one farthing of Lawfull Money Damages and two pounds  
six shillings and two pence of like Lawfull Money allowed him with his Consent for his  
Costs and he may have his Execution thereof — — — — — Cron. Id. 25<sup>th</sup> Oct: 1765

Abraham Burbank of Suffield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Dan Pomeroy  
lately of Suffield now of Springfield aforesaid from an def<sup>t</sup> In a plea of the Case  
wherein y<sup>e</sup> said Abraham Demands against y<sup>e</sup> said Dan eighteen pounds & fifteen shil-  
lings which y<sup>e</sup> said Dan on y<sup>e</sup> third Day of May Anno Domini 1764 by his Note for Value Re-  
ceived promised y<sup>e</sup> said Abraham to pay him within One Year with Interest or in good Money  
on the said Abraham being three times publicly called does not appear here therefore  
Non suit and y<sup>e</sup> said Dan being in the manner called is Defaulted and y<sup>e</sup> Case is Dismissed.

Bildad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs David Bagg of Blanford in  
the said County of Hampshire from an def<sup>t</sup> In a plea of Case wherein the said Bildad  
Demands against y<sup>e</sup> said David Twenty One pound fifteen shillings and nine pence which  
the said David on y<sup>e</sup> sixth Day of July last past by his Note for Value Received promised the  
said Bildad to pay him or his Order on Demand with Interest on the said Bildad by John  
Phelps Gentleman his Attorney appears And y<sup>e</sup> said David being three times publicly  
called to come into Court in the manner Default of appearance here It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Bildad do recover against y<sup>e</sup> said David sixteen pounds  
six shillings and five pence one farthing of Lawfull Money Damages and One pound  
fifteen shillings and eight pence of like Lawfull Money Costs of this prosecution and  
he may have his Execution thereof — — — — — Cron. Id. 21<sup>st</sup> Sep: 1765

The Inhabitants of y<sup>e</sup> Town of Northampton in y<sup>e</sup> County of Hampshire One of whom to wit  
Solah Wright is a Deputy Sheriff Under Oliver Partridge Esq<sup>r</sup> Sheriff of y<sup>e</sup> said County petition  
Bathsheba Hull of y<sup>e</sup> same Northampton Widow clef<sup>t</sup> In a plea wherein the said Inhabitants  
of y<sup>e</sup> said Town Demand against y<sup>e</sup> said Bathsheba a small piece of Land with the Dwelling  
House house thereon and other Appurtenances in Northampton aforesaid whereupon the  
said Bathsheba now Dwells lying within y<sup>e</sup> following Lines to wit beginning at a Station  
adjoining to y<sup>e</sup> South Westerly Corner of y<sup>e</sup> Lot of Land now held by Mrs Esther Pomeroy  
which Captain Elyha Pomeroy Deceased bought of Belah Strong and running West Twelve  
Degrees forty five Minutes South One rod and twenty three Links thence the Next Line runs  
South Six Degrees West four rods and two Links thence y<sup>e</sup> Next line runs East forty Degrees  
South







71  
Elijah Williams of Deerfield in y<sup>e</sup> County of Hampshire Esq: pl<sup>t</sup> vs. John P. Ashmore of Deerfield  
in y<sup>e</sup> same County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Elijah  
Demands against y<sup>e</sup> said John seven pounds two shillings which y<sup>e</sup> said John by his  
Note on y<sup>e</sup> Twentieth Day of March Anno Dom 1762 for Value Received promised the  
said Elijah to pay him on Demand with Interest &c. The said Elijah by Daniel Jones Gentle-  
man his Attorney appears and y<sup>e</sup> said John being three times publickly called to come  
into Court makes Default of Appearance. It is therefore Considered by the Court now  
here that y<sup>e</sup> said Elijah do Recover against y<sup>e</sup> said John eight pounds seven shillings and  
three pence three farthings of Lawfull Money Damages and two pounds five shillings and  
five pence Costs &c. and he may have his Execution — Cron Id. 15<sup>th</sup> Ex. 1765

Burke  
vs  
Mum  
John Burke of Barnardston in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs. Samuel Mum of Green-  
field in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said  
John Demands against y<sup>e</sup> said Samuel Thirteen pounds four shillings and three pence  
two farthings which y<sup>e</sup> said Samuel on y<sup>e</sup> fifth Day of March Anno Dom 1763 by his  
Note for Value Received promised y<sup>e</sup> said John to pay him on Demand with Interest  
&c. The said John by Daniel Jones Gentleman his Attorney appears and the said Samuel  
being three times publickly called to come into Court makes Default of Appearance  
here. It is therefore Considered that y<sup>e</sup> said John do Recover against y<sup>e</sup> said Samuel ele-  
ven pounds thirteen shillings and eleven pence of Lawfull Money Damages and two  
pounds eight shillings and four pence of like Money Costs of Suit and he may have  
his Execution thereof — Cron Id. 3<sup>d</sup> Ex. 1765

Grauer  
vs  
Strickland  
Moses Grauer of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs. John Strickland of Hadley  
in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Moses De-  
mands against y<sup>e</sup> said John fourteen pounds and one shilling which y<sup>e</sup> said John on the  
fifth Day of April Anno Dom 1764 by his Note for Value Received promised the said Moses  
to pay him on Demand with Interest &c. — the said Moses by Woodbridge Little Ap-  
pears and y<sup>e</sup> said John being three times publickly called to come into Court makes De-  
fault of Appearance here. It is therefore Considered that y<sup>e</sup> said Moses do Recover against  
the said John fifteen pounds four shillings and eight pence of Lawfull Money Damages  
and two pounds two shillings and two pence of like Money Costs of Court and he may  
have his Execution thereof — Cron Id. 3<sup>d</sup> Ex. 1765

Wells  
vs  
Mixer  
Samuel Wells y<sup>e</sup> third late of Hatfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs. Isaac Mixer  
late of Murryfield in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Sa-  
muel Demands against y<sup>e</sup> said Isaac five pounds three shillings and six pence which  
the said Isaac on y<sup>e</sup> thirtieth Day of August Last past by his Note for Value Received pro-  
mised y<sup>e</sup> said Samuel to pay him on Demand with Interest &c. the said Samuel by Elisha  
Porter Gentleman his Attorney appears and y<sup>e</sup> said Isaac being three times publickly  
called to come into Court makes Default of Appearance here. It is therefore Con-  
sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Samuel do Recover against y<sup>e</sup> said Isaac five pounds  
nine shillings and nine pence of Lawfull Money Damages and one pound nineteen  
shillings and six pence Costs &c. and he may have his Execution — Cron Id. 9<sup>th</sup> Ex. 1765

Billing  
vs  
Powers  
Joseph Billing of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs. Jeremiah Powers of  
Greenwich in y<sup>e</sup> said County of Hampshire Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the  
said Joseph Demands against y<sup>e</sup> said Jeremiah fourteen pounds nine shillings and four  
pence which y<sup>e</sup> said Jeremiah on y<sup>e</sup> third Day of June Anno Dom 1763 by his Note for Value  
Received



Received promise of said Joseph to pay him by 4<sup>th</sup> Day of May then Next within ten  
in the said Joseph by Elisha Porter Gentleman his Attorney appears and the said Jeremiah  
being three times publickly called to come into Court makes default of appearance here  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Joseph do recover against  
the said Jeremiah fifteen pounds eight shillings and two pence two farthings of Law-  
full Money Damages and One pound eight shillings and seven pence of like Money  
Costs of Suit and he may have his Execution thereof. — Exon<sup>d</sup> 15<sup>th</sup> Oct 1765

Joseph Billing of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl: vs David Wheelock of Gard-  
with in y<sup>e</sup> County of Worcester Yeoman def: In a plea of Case wherein y<sup>e</sup> said Joseph Demands  
against y<sup>e</sup> said David Thirteen pounds nineteen shillings and four pence which y<sup>e</sup> said David  
on y<sup>e</sup> 4<sup>th</sup> Day of July Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said Joseph  
to pay him on Demand with Interest &c. The said Joseph by Elisha Porter Gentleman his  
Attorney appears and y<sup>e</sup> said David being three times publickly called to come into Court  
makes default of appearance. It is therefore considered by this Court now here that the  
said Joseph do recover against y<sup>e</sup> said David fifteen pounds fifteen shillings and nine pence  
of Lawfull Money Damages and One pound eight shillings and seven pence of like Mo-  
ney Costs of Suit and he may have his Execution thereof. —

Thomas Meekins of Hatfield in y<sup>e</sup> County of Hampshire Yeoman pl: vs Jonathan Phelps Mechanic  
of Northampton in y<sup>e</sup> County aforesaid Yeoman def: In a plea of Case wherein the said  
Thomas Demands against the said Jonathan Twelve pounds Eleven shillings and two pence  
which y<sup>e</sup> said Jonathan on y<sup>e</sup> 8<sup>th</sup> Day of February last past by his Note for Value Received  
promised y<sup>e</sup> said Thomas to pay him on Demand with Interest &c. The said Thomas by Elisha Por-  
ter Gentleman his Attorney appears and y<sup>e</sup> said Jonathan being three times publickly cal-  
led to come into Court makes Default of appearance here. It is therefore considered by the  
Court now here that y<sup>e</sup> said Thomas do recover against y<sup>e</sup> said Jonathan twelve pounds Nine-  
teen shillings and eight pence of Lawfull Money Damages and One pound sixteen shillings  
and eleven pence of like Money Costs and he may have Execution. — Exon<sup>d</sup> 2<sup>d</sup> Oct 1765

Stephen Day of Hardwick in y<sup>e</sup> County of Worcester Husbandman pl: vs John Allis of Deerfield  
in y<sup>e</sup> County of Hampshire Husbandman def: In a plea of Case wherein y<sup>e</sup> said Stephen  
Demands against y<sup>e</sup> said John five pounds six shillings and eight pence which the  
said John on y<sup>e</sup> 4<sup>th</sup> Day of December last past by his Note for Value Received promised  
y<sup>e</sup> said Stephen to pay him by y<sup>e</sup> fifteenth Day of April then Next &c. The said Stephen by  
Elisha Porter Gentleman his Attorney appears and y<sup>e</sup> said John being three times pub-  
lickly called to come into Court makes Default of appearance here. It is therefore con-  
sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Stephen do recover against y<sup>e</sup> said John three pounds  
nineteen shillings and five pence of Lawfull Money Damages and two pounds four shil-  
lings and four pence Costs and he may have his Execution. — Exon<sup>d</sup> 4<sup>th</sup> Oct 1765

Ephraim Pease of Bedford in y<sup>e</sup> County of Hampshire Trader pl: vs Benjamin Pease of South Hadley  
in y<sup>e</sup> said County of Hampshire Yeoman def: In a plea of Case wherein y<sup>e</sup> said Ephraim Demands  
against y<sup>e</sup> said Benjamin three pounds ten shillings and nine pence which y<sup>e</sup> said Benja-  
min on y<sup>e</sup> 1<sup>st</sup> Day of August last past by his Note for Value Received promised y<sup>e</sup> said  
Ephraim to pay him on Demand with Interest &c. The said Ephraim by Elisha Porter Gentleman  
his Attorney appears and y<sup>e</sup> said Benjamin being three times publickly called to come into  
Court makes Default of appearance. It is therefore considered by y<sup>e</sup> Court now here  
that y<sup>e</sup> said Ephraim do recover against y<sup>e</sup> said Benjamin three pounds fifteen shillings Da-  
mages and One pound twelve shillings Costs of prosecution and he may have his  
Execution thereof &c. — Exon<sup>d</sup> 7<sup>th</sup> Aug 1766



32 Jonathan Cooke of Hadley in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs John Russ of South-  
Cooke Hadley in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Demands  
vs against y<sup>e</sup> said John Fifteen pounds Ten shillings and eight pence which y<sup>e</sup> said John on y<sup>e</sup>  
Cooke fifth Day of May anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Jonathan  
to pay him by y<sup>e</sup> first Day of February then next with Interest &c the said Jonathan by Elisha  
Porter Gentleman his Attorney appears and y<sup>e</sup> said John being three times publickly called to  
come into Court makes Default of appearance here - It is therefore Considered by the  
Court now here that y<sup>e</sup> said Jonathan do Recover against y<sup>e</sup> said John sixteen pounds four  
shillings and six pence one farthing of Lawfull Money Damages and One pound fifteen  
shillings of like Money Costs of Suit &c he may have Execution thereof - Exon<sup>d</sup> 25<sup>th</sup> Oct<sup>r</sup> 1765 -

Oliver Warner of Hadley Yeoman & Deputie Sheriff in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Elijah Al-  
void of South Hadley in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Oliver  
Demands against y<sup>e</sup> said Elijah four pounds sixteen shillings and six pence which y<sup>e</sup> said Eli-  
jah on y<sup>e</sup> twelfth Day of January anno Dom<sup>i</sup> 1764 by his Note for Value Received promised  
the said Oliver to pay him on Demand with Interest &c the said Oliver by Elisha Porter Gen-  
tlemen his Attorney appears - and y<sup>e</sup> said Elijah being three times publickly called to come  
into Court makes Default of appearance here It is therefore Considered that y<sup>e</sup> said Oliver do re-  
cover against y<sup>e</sup> said Elijah two pounds sixteen shillings and two pence of Lawfull Money  
Damages and One pound fourteen shillings and ten pence of like Money Costs of Suit &c he  
may have his Execution thereof - Exon<sup>d</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

Henry Stiles of Hatfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Benoni Ferrand of Sun-  
derland in y<sup>e</sup> said County Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Henry Demands  
vs against y<sup>e</sup> said Benoni two pounds ten shillings and eight pence which y<sup>e</sup> said Benoni on  
Ferrand the first Day of August last past by his Note for Value Received promised the said Henry to pay  
him on Demand with Interest &c the said Henry by Elisha Porter Gentleman his Attor-  
ney appears - the said Benoni being three times publickly called to come into Court makes  
Default of appearance It is therefore Considered by this Court now here that y<sup>e</sup> said Henry  
do Recover against y<sup>e</sup> said Benoni two pounds eleven shillings and eleven pence of Law-  
full money Damages and One pound nineteen shillings and eight pence of like Money  
Costs of this Court And he may have his Execution thereof - Exon<sup>d</sup> 4<sup>th</sup> Oct<sup>r</sup> 1765

Joseph Smith of Hatfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Elisha Fray of the same Hat-  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demands against the said Elisha  
Fray nine pounds six shillings and seven pence which y<sup>e</sup> said Elisha on y<sup>e</sup> thirteenth Day of August  
current by his Note for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with  
Interest &c the said Joseph by Elisha Porter Gentleman his Attorney appears and the said Eli-  
sha being three times publickly called to come into Court makes Default of appearance here  
It is therefore Considered by the Court now here that y<sup>e</sup> said Joseph do Recover against the  
said Elisha nine pounds seven shillings and two pence two farthings of Lawfull money  
Damages and Costs of Suit Paid at One pound sixteen shillings and nine pence of like Money  
and he may have his Execution thereof -

Benjamin Hubbard of Hadley in y<sup>e</sup> County of Hampshire Labourer pl<sup>t</sup> vs Ebenezer Marsh Junion  
of Hadley aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Ebenezer at said Hadley on y<sup>e</sup>  
Hosk first Day of May last past being Indebted by y<sup>e</sup> said Benjamin in y<sup>e</sup> sum of two pounds seven  
shillings and two pence Lawfull Money to balance Account according to y<sup>e</sup> Account Annexed  
to y<sup>e</sup> said Benjamin Writ then and there in Consideration thereof promised y<sup>e</sup> said Benjamin  
to pay him y<sup>e</sup> same sum on Demand for he has not done it &c the said Benjamin by Elisha Porter  
Gent







93 Clearer Porter of Hadley in y<sup>e</sup> County of Hampshire Esq: pl<sup>t</sup> vs Elijah Alvord of South Hadley in  
Porter Esq: in y<sup>e</sup> same County of Hampshire from an def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Clearer De-  
mands against y<sup>e</sup> said Elijah seven pounds which y<sup>e</sup> said Elijah on y<sup>e</sup> Twenty fifth Day of Ja-  
nuary Anno Dom 1768 by his bond bound himself to pay to y<sup>e</sup> said Clearer on Demand & the  
said Clearer by Elisha Porter Gentleman his Attorney appears and y<sup>e</sup> said Elijah being three  
times publickly called to come into Court makes Default of appearance here It is therefore  
considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Clearer do recover against the said Elijah  
Eight pounds three shillings and one penny of Lawfull Money Debt being the Chaun-  
cery of y<sup>e</sup> Bond in Equity and one pound fifteen shillings of like Money Costs and he  
may have his Execution thereof - - - - - Cron D<sup>o</sup> 21<sup>st</sup> Sep: 1765

Porter Esq: Clearer Porter Esq: of Hadley in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Daniel Bridges of Greenwich in the  
Bridges said County Miller def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Clearer Demands against the said  
Daniel thirty two pounds which y<sup>e</sup> said Daniel on y<sup>e</sup> Ninth Day of February Anno Dom  
1762 by his Bond bound himself to pay to y<sup>e</sup> said Clearer on Demand & the said Clearer by  
Elisha Porter Gentleman his Attorney appears and y<sup>e</sup> said Daniel being three times pub-  
lickly called to come into Court makes Default of appearance here It is therefore con-  
sidered by this Court that y<sup>e</sup> said Clearer do Recover against y<sup>e</sup> said Daniel nineteen pounds  
six shillings and four pence of Lawfull Money Debt being the Chauncery of y<sup>e</sup> bond in  
equity and one pound seventeen shillings and ten pence of like Money Costs of Suit and  
he may have his Execution thereof - - - - - Cron D<sup>o</sup> 21<sup>st</sup> Sep: 1765

Porter Esq: Clearer Porter of Hadley in y<sup>e</sup> County of Hampshire Esq: pl<sup>t</sup> vs Elisha Higgins late of Hardwich in  
Higgins y<sup>e</sup> County of Worcester now of Palmer in y<sup>e</sup> County of Hampshire from an def<sup>t</sup> In a plea of  
Debt wherein y<sup>e</sup> said Clearer Demands against y<sup>e</sup> said Elisha Twenty Nine pounds which the  
said Elisha on y<sup>e</sup> twenty fifth Day of September Anno Dom 1763 by his bond bound himself  
to pay to y<sup>e</sup> said Clearer on Demand & the said Clearer by Elisha Porter Gentleman his Attor-  
ney appears and y<sup>e</sup> said Elisha Higgins being three times publickly called to come into Court  
makes default of appearance here - It is therefore considered by this Court that the said  
Clearer do recover against y<sup>e</sup> said Elisha Higgins fifteen pounds twelve shillings and three  
pence two farthings of Lawfull Money Debt being y<sup>e</sup> Chauncery of y<sup>e</sup> Bond in Equity and  
one pound seventeen shillings of like Lawfull Money Costs of Suit and he may have  
his Execution thereof - - - - - Cron D<sup>o</sup> 21<sup>st</sup> Sep: 1765

Porter Esq: Sarah Porter of Hadley Gentlewoman and Clearer Porter of said Hadley Esq: in y<sup>e</sup> said County of Hampshire  
Higgins vs Execution of y<sup>e</sup> Last Will and Testament of Clearer Porter late of said Hadley Esq: deceased pl<sup>t</sup> vs Elisha  
Higgins of Palmer in y<sup>e</sup> said County of Hampshire Husbandman def<sup>t</sup> In a Plea of Debt wherein  
the said Executors Demand against y<sup>e</sup> said Elisha seven pounds ten shillings and eight pence  
which y<sup>e</sup> said Elisha on y<sup>e</sup> Twenty third Day of October Anno Dom 1765 by his bond bound him-  
self to pay to y<sup>e</sup> said Executor on Demand & the said Executors by Elisha Porter Gentleman  
their Attorney appear and y<sup>e</sup> said Higgins being three times publickly called to come  
into Court makes Default of appearance here It is therefore considered by this Court that y<sup>e</sup>  
said Executors do recover against y<sup>e</sup> said Higgins two pounds fourteen shillings of Lawfull  
Money Debt being y<sup>e</sup> Chauncery of y<sup>e</sup> bond in Equity and one pound seventeen shillings of like  
money Costs of Suit and they may have Cron D<sup>o</sup> 20<sup>th</sup> Sep: 1765

Porter Esq: Sarah Porter of Hadley Gentlewoman and Clearer Porter of y<sup>e</sup> said Hadley Esq: both in the  
Alvord County of Hampshire Executors of y<sup>e</sup> Last Will and Testament of Clearer Porter late of y<sup>e</sup> same  
Hadley Esq: deceased pl<sup>t</sup> vs Elijah Alvord of South Hadley in y<sup>e</sup> said County of Hampshire  
from an def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Executors Demand against the said Elijah Alvord  
the



the sum of fifty pounds which y<sup>e</sup> said Elijah on y<sup>e</sup> twenty first Day of June Anno Dom<sup>i</sup> 1749 promised y<sup>e</sup> said Testator to pay him on Demand & the said Execution by Elisha Porter Gent<sup>l</sup> Alvoid  
thence their Attorney appears and y<sup>e</sup> said Elijah being three times publicly called to come  
into Court makes Default of appearance here It is therefore Considered by y<sup>e</sup> Court now here  
that y<sup>e</sup> said Execution do recover against y<sup>e</sup> said Elijah twenty one pounds Nine shillings  
and Nine pence three farthings of Lawfull Money Debt being the Chauncery of y<sup>e</sup> bond in  
Security and one pound fifteen shillings Costs & they may have Execution - - - - - Exon. D. 22<sup>th</sup> Sep. 1765

Jonathan Warner of Hadley in y<sup>e</sup> County of Hampshire Yeoman and Trader pl<sup>t</sup> vs Joseph Lock of Warner  
of Hutterbury in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said } Warner  
Jonathan Demands against y<sup>e</sup> said Joseph fifteen pounds sixteen shillings and Eight pence which } Lock  
y<sup>e</sup> said Joseph on y<sup>e</sup> fifteenth Day of August Anno Dom<sup>i</sup> 1762 by his Note for Value Received pro-  
mised y<sup>e</sup> said Jonathan to pay him in Boards at y<sup>e</sup> Market price with Interest for said sum &  
also one other sum of sixteen pounds two shillings and four pence which y<sup>e</sup> said Joseph on  
the thirtieth Day of August Anno Dom<sup>i</sup> 1763 by his other Note for Value Received promised y<sup>e</sup> said  
Jonathan to pay him within six months with Interest & also one other sum of eight pounds  
Eleven shillings and One penny which y<sup>e</sup> said Joseph on y<sup>e</sup> fifteenth Day of November last past  
promised y<sup>e</sup> said Jonathan to pay him on Demand & the said Jonathan by  
Elisha Porter Gentleman his Attorney appears and y<sup>e</sup> said Joseph being three times publicly cal-  
led to come into Court makes Default of appearance here It is therefore Considered by the Court  
now here that y<sup>e</sup> said Jonathan do recover against y<sup>e</sup> said Joseph forty five pounds fifteen shillings  
and seven pence three farthings of Lawfull Money Damages and One pound Eighteen shillings  
and ten pence of like Money Costs of this Suit & he may have Execution - - - - - Exon. D. 14<sup>th</sup> Oct. 1765

Ebenezer Harvey of Northfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Daniel Dana of Com<sup>l</sup> Harvey  
bridge in y<sup>e</sup> County of Middlesex Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Ebenezer } Dana  
Dana and against y<sup>e</sup> said Daniel seven pounds thirteen shillings and Nine pence which y<sup>e</sup>  
said Daniel on y<sup>e</sup> first Day of May last past promised y<sup>e</sup> said Ebenezer to pay him on Demand &  
Balance Book account & the said Ebenezer by Daniel Jones Gentleman his Attorney ap-  
pears And y<sup>e</sup> said Daniel being three times publicly called to come into Court makes De-  
fault of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Ebenezer  
do recover against y<sup>e</sup> said Daniel seven pounds thirteen shillings and Nine pence of Law-  
full money Damages and two pounds seventeen shillings and eight pence of like Law-  
full money Costs of this prosecution and he may have his Execution thereof  
against y<sup>e</sup> said Daniel - - - - - Exon. D. 18<sup>th</sup> Sep. 1765

Anna M'breelis of Colrain in y<sup>e</sup> County of Hampshire Widow and Spinster Administratrix on<sup>e</sup> M'breelis  
the Estate of John M'breelis late of said Colrain Deceased Intestate pl<sup>t</sup> vs Job Alvoid of Spring- } Alvoid  
fields aforesaid Gentleman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Administratrix Demands  
against y<sup>e</sup> said Job fifteen pounds thirteen shillings and six pence which y<sup>e</sup> said Job on  
y<sup>e</sup> seventh Day of April Anno Dom<sup>i</sup> 1765 by his Note for Value Received promised y<sup>e</sup> said  
Jonathan living to pay him or his Order on Demand with Interest & the said Admini-  
stratrix by Daniel Jones Gentleman her Attorney appears And the said Job being  
three times publicly called to come into Court makes default of appearance here It is  
therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Administratrix do recover against y<sup>e</sup> said Job six  
teen pounds and five pence three farthings of Lawfull money Damages and two pounds one  
shillings and eight pence of like Money Costs & she may have Execution - - - - - Exon. D. 9<sup>th</sup> Oct. 1765



94 Seth Catlin of Deerfield in y<sup>e</sup> County of Hampshire Gentleman and Deputy Sheriff under  
Catlin Oliver Partridge Esq: Sheriff of said County pl<sup>t</sup>: vs Joseph Holmes of Hatfield in y<sup>e</sup> County  
Holmes } of said County of Hampshire Gentleman def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Seth demands against the  
said Joseph six pounds and eight shillings which y<sup>e</sup> said Joseph on y<sup>e</sup> fifth Day of No-  
vember Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Seth to pay him  
on Demand with Interest on the said Seth by Daniel Jones Gentleman his Attorney Ap-  
pear and y<sup>e</sup> said Joseph being three times publicly called to come into Court makes  
Default of appearance here It is therefore Considered by this Court that y<sup>e</sup> said Seth do  
Recover against y<sup>e</sup> said Joseph six pounds fourteen shillings and four pence of Law-  
full Money Damages and two pounds two shillings and three pence of like Money  
Costs of Suit and he may have his Execution - - - - - Exec<sup>d</sup> 11<sup>th</sup> Sept<sup>r</sup> 1765

Pomeroy Shammah Pomeroy of Northfield in y<sup>e</sup> County of Hampshire Sadler pl<sup>t</sup>: vs Moses Evans  
Evans } of Warwick in y<sup>e</sup> said County of Hampshire Gentleman def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein  
y<sup>e</sup> said Shammah demands against y<sup>e</sup> said Moses three pounds four shillings which y<sup>e</sup>  
said Moses on y<sup>e</sup> eleventh Day of July Anno Dom<sup>i</sup> 1764 by his Note for Value Received  
promised One Sur Evans to pay him or his Order within three Months with Interest on  
which said Note y<sup>e</sup> said Sur afterwards Indorsed over to y<sup>e</sup> said Shammah - the said  
Shammah by Daniel Jones Gentleman his Attorney appear and y<sup>e</sup> said Moses being  
three times publicly called to come into Court makes Default of appearance here  
It is therefore Considered by this Court now here that y<sup>e</sup> said Shammah do Recover  
against y<sup>e</sup> said Moses three pounds seven shillings and four pence of Lawfull Mo-  
ney Damages and two pounds eleven shillings and six pence of like Money Costs  
of Suit and he may have his Execution - - - - - Exec<sup>d</sup> 11<sup>th</sup> Sept<sup>r</sup> 1765

Williams Elijah Williams of Deerfield in y<sup>e</sup> County of Hampshire Esq: pl<sup>t</sup>: vs Moses Evans of  
Evans } Warwick in y<sup>e</sup> said County of Hampshire Gentleman def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein  
the said Elijah demands against y<sup>e</sup> said Moses five pounds sixteen shillings and eight  
pence which y<sup>e</sup> said Moses on y<sup>e</sup> fourteenth Day of July Anno Dom<sup>i</sup> 1764 by his Note for  
Value Received promised y<sup>e</sup> said Elijah to pay him or Order on or before the Thirtieth  
Day of January then Next and from thence Interest on the said Elijah by Daniel Jones  
Gentleman his Attorney appear and y<sup>e</sup> said Moses being three times publicly called  
to come into Court makes Default of appearance here It is therefore Considered by y<sup>e</sup>  
Court now here that y<sup>e</sup> said Elijah do recover against y<sup>e</sup> said Moses six pounds and  
eleven pence of Lawfull Money Damages and two pounds eight shillings and three  
pence of like Money Costs and he may have Execution - - - - - Exec<sup>d</sup> 14<sup>th</sup> Oct<sup>r</sup> 1765

Evans Moses Evans of Warwick in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup>: vs Asa Shenney late of  
Gale } Warwick aforesaid Gentleman and David Gale of same Warwick Gentleman def<sup>t</sup>: In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Moses demands against y<sup>e</sup> said Asa and David thirteen  
pounds six shillings and eight pence which y<sup>e</sup> said Asa and David by their Note  
on y<sup>e</sup> twenty fourth Day of January Anno Dom<sup>i</sup> 1764 for Value Received  
promised y<sup>e</sup> said Moses to pay him or his Order on or before the first Day of May then  
next with Interest on the said Moses by Daniel Jones Gentleman his Attorney Ap-  
pear and y<sup>e</sup> said Asa and David make Default - It is therefore Considered by  
the Court that y<sup>e</sup> said Moses do recover against y<sup>e</sup> said Asa and David eleven  
pounds fourteen shillings and eleven pence Damages and two pounds fourteen  
shillings Costs and he may have Execution -



Samuel Dwyer of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Esq. pl<sup>t</sup> vs Ezra Strong of Pittsfield in y<sup>e</sup> County of Berkshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Sam<sup>l</sup> Dwyer Demands against y<sup>e</sup> said Ezra Twenty seven pounds sixteen shillings and four pence two farthings which y<sup>e</sup> said Ezra on y<sup>e</sup> Sixth Day of May Anno Dom<sup>i</sup> 1760 by his Note for Value Received promised y<sup>e</sup> said Sam<sup>l</sup> to pay him in three months with Interest on the said Sam<sup>l</sup> by John Phelps Gentleman his Attorney appears and y<sup>e</sup> said Ezra being three times publickly called to come into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Sam<sup>l</sup> do Recover against y<sup>e</sup> said Ezra six pounds and four shillings of Lawfull Money Damages and two pounds seven shillings and two pence of like Money Costs and he may have his Exon<sup>r</sup> there. — — — Exon<sup>r</sup> Id<sup>o</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

Bildad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Thomas Beard Jun<sup>r</sup> Yeoman and Jonathan Walmer Yeoman both of a place called Number four in y<sup>e</sup> County of Berkshire def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bildad Demands against y<sup>e</sup> said Thomas and Jonathan three pounds eight shillings and six pence which y<sup>e</sup> said Thomas and Jonathan on the thirtieth Day of August Anno Dom<sup>i</sup> 1764 by their Note for Value Received promised y<sup>e</sup> said Bildad to pay him by y<sup>e</sup> first Day of May then next with Interest on the said Bildad by John Phelps Gentleman his Attorney appears and y<sup>e</sup> said Thomas and Jonathan being three times publickly called to come into Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Bildad do Recover against y<sup>e</sup> said Thomas and Jonathan four pounds three shillings and two pence of Lawfull Money Damages and one pound nineteen shillings and six pence of like Money Costs of Suit and he may have his Exon<sup>r</sup> there of against y<sup>e</sup> said Thomas and Jonathan. — — — Exon<sup>r</sup> Id<sup>o</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

Bildad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Gideon Goodrich of Pittsfield in y<sup>e</sup> County of Berkshire Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bildad Demands against y<sup>e</sup> said Gideon three pounds eleven shillings and two pence which y<sup>e</sup> said Gideon on y<sup>e</sup> last Day of June last past promised y<sup>e</sup> said Bildad to pay him on Demand to balance book accounts on the said Bildad by John Phelps Gentleman his Attorney appears and the said Gideon being three times publickly called to come into Court makes default of appearance here. It is therefore Considered by this Court that y<sup>e</sup> said Bildad do Recover against the said Gideon three pounds eleven shillings and two pence of Lawfull Money Damages and two pounds and ten pence of like Money Costs and he may have Exon<sup>r</sup> there. — — — Exon<sup>r</sup> Id<sup>o</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

Moses Dwyer of Westfield in y<sup>e</sup> County of Hampshire Gentleman & Deputy Sheriff under Oliver Puttridge Esq. Sheriff of y<sup>e</sup> said County pl<sup>t</sup> vs Abner Rice of y<sup>e</sup> said Westfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Moses Demands against y<sup>e</sup> said Abner one pound and ten shillings which y<sup>e</sup> said Abner on y<sup>e</sup> Twenty second Day of December Anno Dom<sup>i</sup> 1765 by his Note for Value Received promised y<sup>e</sup> said Moses to pay him on Demand with Interest on the said sum of Forty two shillings which y<sup>e</sup> said Abner on y<sup>e</sup> same Twenty second Day of December by his other Note for Value Received promised y<sup>e</sup> said Moses to pay him on Demand with Interest to be paid in three parts the said Moses by John Phelps Gentleman his Attorney appears and y<sup>e</sup> said Abner being three times publickly called to come into Court makes Default of appearance here. It is therefore Considered by the Court now here that y<sup>e</sup> said Moses do Recover against y<sup>e</sup> said Abner three pounds five shillings and ten pence two farthings of Lawfull Money Damages and one pound fourteen shillings and ten pence of like Money Costs of Suit and he may have his Exon<sup>r</sup> there. — — — Exon<sup>r</sup> Id<sup>o</sup> 21<sup>st</sup> Sep<sup>r</sup> 1765

Margaret Ashley of Westfield in y<sup>e</sup> County of Hampshire Gentlewoman executrix of the last Will and Testament of Israel Ashley late of y<sup>e</sup> said Westfield Esq. deceased pl<sup>t</sup> vs Sylvanus Piery late of y<sup>e</sup> said Westfield in y<sup>e</sup> County of Berkshire now of Westfield a free and yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein



95 The said Executrix Demands against y<sup>e</sup> said Sylvanus three pounds two shillings and four pence  
by his Note for Value Received promised y<sup>e</sup> said Sylvanus on y<sup>e</sup> twentieth Day of April Anno Dom 1759 by his Note for Value Received  
promised y<sup>e</sup> said Israel then living to pay him within two Months with Interest on the said Executrix  
by John Phelps Gentlemen his Attorney Appear. And y<sup>e</sup> said Sylvanus being three times publickly  
called to come into Court makes Default of Appearance here. It is therefore Considered by the  
Court now here that y<sup>e</sup> said Executrix do Recover against y<sup>e</sup> said Sylvanus four pounds three  
teen shillings and two pence of Lawfull Money Damages and One pound fourteen shillings  
and six pence of like Money Costs and he may have Execution thereon. — — — Exon 21<sup>st</sup> Sept: 1765

Fowler Bilsad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader plt: vs Datis Ensign of the said  
Westfield from an def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bilsad Demands against the said Datis  
six pounds fifteen shillings and three pence which y<sup>e</sup> said Datis on the Twentieth Day of May  
last past by his Note for Value Received promised y<sup>e</sup> said Bilsad to pay him on Demand  
with Interest on the said Bilsad by David Ingersoll Gentlemen his Attorney Appear and y<sup>e</sup>  
said Datis being three times publickly called to come into Court makes Default of Appearance  
here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Bilsad do Recover against  
y<sup>e</sup> said Datis six pounds fifteen shillings and One penny two farthings Damages and One pound  
Eleven shillings & six pence Costs and he may have Execution thereon. — — — Exon 21<sup>st</sup> Sept: 1765

Idem Bilsad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader plt: vs Asahel Owen of the same  
Westfield from an def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bilsad Demands against the said Asa-  
hel One pound eighteen shillings and seven pence which y<sup>e</sup> said Asahel on the twenty fifth  
Day of April Anno Dom 1761 by his Note for Value Received promised y<sup>e</sup> said Bilsad to pay him  
on Demand with Interest on the said Bilsad by David Ingersoll Gentlemen his Attorney Ap-  
pear and y<sup>e</sup> said Asahel being three times publickly called to come into Court makes de-  
fault of Appearance here. It is therefore Considered by this Court that y<sup>e</sup> said Bilsad do  
Recover against y<sup>e</sup> said Asahel two pounds seven shillings and Nine pence of Lawfull  
Money Damages and One pound twelve shillings and two pence of like Money  
Costs and he may have his Execution thereof. — — — Exon 21<sup>st</sup> Sept: 1765

Parker Elipha Parker of Westfield in y<sup>e</sup> County of Hampshire Gentlemen plt: vs John Root of Fran-  
ville in y<sup>e</sup> said County from an def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Elipha Demands  
against y<sup>e</sup> said John Twenty pounds and Nine shillings which y<sup>e</sup> said John on the  
Second Day of July last past by his Note for Value Received promised the said Elipha to  
pay him or Order on or before y<sup>e</sup> fourth Day of November then Next with Interest on  
the said Elipha by David Ingersoll Gentlemen his Attorney appear and y<sup>e</sup> said John  
being three times publickly called to come into Court makes default of Appearance  
here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Elipha do Recover agt  
the said John six pounds fifteen shillings and two pence two farthings of Lawfull Money  
Damages and One pound twelve shillings and ten pence of like Money Costs and he  
may have his Execution thereof. — — — Exon 25<sup>th</sup> Sept: 1765

Parker Elipha Parker of Westfield in y<sup>e</sup> County of Hampshire Gentlemen plt: vs Daniel Old of y<sup>e</sup> said  
Westfield from an def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Elipha Demands against the said  
Daniel twenty two pounds three shillings and Nine pence which y<sup>e</sup> said Daniel on the fourth  
Day of April Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said Elipha to pay  
him on Demand with Interest on also one other Sum of two pounds two shillings and one  
penny which y<sup>e</sup> said Daniel on y<sup>e</sup> fourteenth Day of August last past by his other Note for  
Value Received promised y<sup>e</sup> said Elipha to pay him or Order on Demand with Interest on y<sup>e</sup>  
one other sum of two pounds Eleven shillings and seven pence which y<sup>e</sup> said Daniel on the  
first



first Day of April last past owed y<sup>e</sup> said Elisha for goods or which y<sup>e</sup> said Daniel then promised y<sup>e</sup> said Elisha to pay him on Demand or the said Elisha by David Ingersoll Gentleman his Attorney. { Parker  
appears and y<sup>e</sup> said Daniel being three times publickly called to come into Court makes default of appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Elisha do recover against y<sup>e</sup> said Daniel twenty eight pounds eleven shillings and nine pence of Lawfull Money Damages and Costs of Suit paid at One pound eleven shillings and four pence of like Money And he may have his Execution thereof. } Eldon  
Exon. 25<sup>th</sup> Sep. 1765

Elisha Parks of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs James Phillips Jun<sup>r</sup> of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Elisha Demands against the said James six pounds and ten shillings which y<sup>e</sup> said James on y<sup>e</sup> Thirtieth Day of May last past owed the said Elisha by Note due on 1<sup>st</sup> Dec<sup>r</sup> and which y<sup>e</sup> said James then promised y<sup>e</sup> said Elisha to pay him on Demand or the said Elisha by David Ingersoll Gentleman his Attorney appears and the said James being three times publickly called to come into Court makes default of appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Elisha do recover against y<sup>e</sup> said James six pounds ten shillings of Lawfull Money Damages and One pound eleven shillings Costs of Suit and he may have his Execution thereof. } Phillips  
Exon. 25<sup>th</sup> Sep. 1765

David Moseley of Westfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> pl<sup>t</sup> vs Ebenezer White and Levi Hook Moseley Jun<sup>r</sup> of Westfield aforesaid Yeomen def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said David Demands against the said Ebenezer and Levi twenty pounds in Money which they on y<sup>e</sup> second Day of January Anno Dom<sup>i</sup> 1764 by their Note for Value Received promised y<sup>e</sup> said David to pay him or his Order by y<sup>e</sup> first of April then Next with Interest from y<sup>e</sup> said first of April or also one other Sum of twenty pounds which y<sup>e</sup> said Ebenezer and Levi on y<sup>e</sup> same second Day of January by their other Note for Value Received promised y<sup>e</sup> said David to pay him or his Order by y<sup>e</sup> first Day of December then Next with Interest from y<sup>e</sup> said first Day of December to the said David by David Ingersoll Gentleman his Attorney appears and y<sup>e</sup> said Ebenezer and Levi being three times publickly called to come into Court make default of appearance here. It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said David Moseley do recover against the said Ebenezer and Levi thirty four pounds eighteen shillings and five pence two farthings Damages and one pound twelve shillings and four pence Costs and he may have Execution thereof. } Hook  
Exon. 25<sup>th</sup> Sep. 1765

Arnon Atkey of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs John Pell of Sheffield in y<sup>e</sup> County of Derbyshire Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Arnon Demands against the said John fourteen pounds seven shillings which y<sup>e</sup> said John on y<sup>e</sup> twentieth Day of May Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said Arnon to pay him on Demand or the said Arnon by David Ingersoll Gentleman his Attorney appears and the said John being three times publickly called to come into Court makes default of appearance here. It is therefore considered by this Court that y<sup>e</sup> said Arnon do recover against the said John nine pounds four shillings and one penny of Lawfull Money Damages and one pound eighteen shillings and two pence of like Money Costs of Suit And he may have his Execution thereof. } Ashley  
Exon. 25<sup>th</sup> Sep. 1765

John Baneroff of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Arnon Ashley of y<sup>e</sup> said Westfield Cordwainer def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against the said Arnon two pounds nine shillings and ten pence which y<sup>e</sup> said Arnon on the fiftenth Day of May last past by his Note for Value Received promised y<sup>e</sup> said John to pay him on Demand with Lawfull Interest for y<sup>e</sup> same till paid or the said John by David Ingersoll Gentleman his Attorney appears and y<sup>e</sup> said Arnon being three times publickly called to come into Court makes default of appearance here. It is therefore considered by this Court that y<sup>e</sup> said John do recover against the said Arnon two pounds nine shillings and ten pence of Lawfull Money Damages and one pound eighteen shillings and two pence of like Money Costs of Suit And he may have his Execution thereof. } Baneroff  
Exon. 25<sup>th</sup> Sep. 1765



96 come into Court makes Default of appearance here It is therefore Considered by the Court now  
Barnes } here that y<sup>e</sup> said John do recover against y<sup>e</sup> said Aaron two pounds ten shillings and eight pence  
Ashley } one farthing of Lawfull Money Damages and One pound twelve shillings and three pence of  
like Money Costs of suit and he may have Exon<sup>r</sup> - - - - - Cron<sup>d</sup> 25<sup>th</sup> Sept 1765

Beauclerk } Abel Beauclerk of Westfield in y<sup>e</sup> County of Hampshire gentleman pl<sup>t</sup> vs Daniel Old of y<sup>e</sup> said West-  
Old } field yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Abel Demands against y<sup>e</sup> said Daniel six  
pounds which y<sup>e</sup> said Daniel on y<sup>e</sup> 2<sup>d</sup> sixth Day of July Anno Dom<sup>i</sup> 1764 by his Note for Value Re-  
ceivd promised y<sup>e</sup> said Abel to pay him on Demand and with Interest & the said Abel  
by David Ingersoll Gentleman his Attorney appears and y<sup>e</sup> said Daniel being three times pub-  
licly called to come into Court makes Default of appearance here - It is therefore Consider-  
ed by y<sup>e</sup> Court now here that y<sup>e</sup> said Abel do recover against y<sup>e</sup> said Daniel six pounds se-  
ven shillings and ten pence of Lawfull Money Damages and One pound eleven shillings  
and ten pence of like Money Costs & he may have Exon<sup>r</sup> - - - - - Cron<sup>d</sup> 25<sup>th</sup> Sept 1765

Martindale } Zadoosh Martindale of Westfield in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Aaron Smith of  
Smith } Springfield aforesaid yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Zadoosh Demands ag-  
the said Aaron nine pounds which y<sup>e</sup> said Aaron on y<sup>e</sup> 10<sup>th</sup> Day of September last past by  
his Note for Value Receivd promised y<sup>e</sup> said Zadoosh to pay him in Rum by the last Day  
of January then Next & the said Zadoosh by David Ingersoll Gentleman his Attorney ap-  
pears and y<sup>e</sup> said Aaron being three times publicly called to come into Court makes Default  
of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Zadoosh do  
recover against y<sup>e</sup> said Aaron Nine <sup>pounds</sup> of Lawfull Money Damages and One pound ten shillings  
& ten pence Costs & he may have Exon<sup>r</sup> - - - - - Cron<sup>d</sup> 25<sup>th</sup> Sept 1765

Chapin } Jeremiah Chapin of Springfield aforesaid yeoman pl<sup>t</sup> vs Job Alvord of y<sup>e</sup> said Springfield Gentle-  
Alvord } man def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jeremiah Demands against the said Job Nine  
pounds which y<sup>e</sup> said Job on y<sup>e</sup> 2<sup>d</sup> Second Day of July last past by his Note for Value Receivd  
promised y<sup>e</sup> said Jeremiah to pay him on Demand and with Interest & the said Jeremiah by Eli-  
sha Porter Gentleman his Attorney appears and y<sup>e</sup> said Job being three times publicly  
called to come into Court makes Default of appearance here - It is therefore Considered by  
the Court now here that y<sup>e</sup> said Jeremiah do recover against y<sup>e</sup> said Job Nine pounds two  
shillings and One penny of Lawfull Money Damages and One pound eleven shillings and  
six pence Costs & he may have Exon<sup>r</sup> - - - - - Cron<sup>d</sup> 25<sup>th</sup> Sept 1765

Cook } Samuel Cook of Hadley in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Isaac Bartlett of y<sup>e</sup>  
Bartlett } said Hadley yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Isaac at y<sup>e</sup> said Hadley on the  
Sixth Day of March last past by his Note of that Date for Value Receivd promised y<sup>e</sup> said Sa-  
muel that he would pay him y<sup>e</sup> Sum of Six pounds Lawfull Money on Demand with  
the Lawfull Interest thereof untill paid & the said Samuel Cook by Elisha Porter Gentle-  
man his Attorney appears and y<sup>e</sup> said Isaac by John Worthington Esq<sup>r</sup> comes here And the  
said parties by their said Attorneys pray that y<sup>e</sup> Case may be referred to y<sup>e</sup> final Determina-  
tion and Award of Mess<sup>rs</sup> Ebenezer Hunt William Lyman and <sup>who Hunt</sup> all of Northampton or any  
two of them (Arbitrators mutually Chosen by y<sup>e</sup> said Attornies for y<sup>e</sup> said parties) to hear the  
parties touching y<sup>e</sup> premises and to make their Award therein and bring y<sup>e</sup> same into this  
Court & And it is granted & And y<sup>e</sup> Case is continued untill y<sup>e</sup> Next term of this Court on y<sup>e</sup>  
Second Tuesday of November Next & Rule made &

Wainor } Jonathan Wainor of Hadley in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs John Clark Jun<sup>r</sup> of Hadley  
Clark } aforesaid yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Demands against the said  
John forty shillings which y<sup>e</sup> said John on y<sup>e</sup> 20<sup>th</sup> Day of November last past by his Note  
for



Value Received promise of said Jonathan to pay him on Demand with Interest & also one other item  
of two pounds, eighteen shillings which said John by his other Note for value Received on y<sup>e</sup>  
same Twentieth Day of November promise of said Jonathan to pay him on Demand &c. the  
said Jonathan by Elisha Potter gentleman his Attorney appear and the said John being three times  
publicly called to come into Court makes Default of appearance here It is therefore Considered by  
the Court now here that said Jonathan do recover against said John four pounds Nine  
teen shillings and eleven pence of Lawfull Money Damages and One pound fifteen shil-  
lings and two pence of like Money Costs of suit and he may have his Execution thereof against  
said John - - - - - Cron Id. 14<sup>th</sup> Oct. 1765

Sabers Nichols of Brimfield in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs John Warner of Monmouth  
in y<sup>e</sup> said County yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein said Sabers Demands ag<sup>t</sup> } Nichols  
said John six pounds one shilling and three pence which said John on y<sup>e</sup> Ninth Day of } Warner  
May Anno Dom 1765 by his Note for Value Received promise of said Sabers to pay him  
on or before the twentieth Day of July then Next with Interest on the said Sabers by Timo-  
thy Danielson gentleman his Attorney appear and said John being three times publickly  
called to come into Court makes Default of appearance here It is therefore Considered  
by y<sup>e</sup> Court now here that said Sabers do recover against said John six pounds three  
shillings and five pence two farthings of Lawfull Money Damages and One pound six  
teen shillings and four pence of like Money Costs of prosecution and said Sabers may  
have his Execution thereof - - - - - Cron Id. 25<sup>th</sup> Sept. 1765

John Fuller of Millington in y<sup>e</sup> County of Windham in y<sup>e</sup> Colony of Connecticut yeoman Fuller  
pl<sup>t</sup> vs Samuel Cady of Shutesbury in y<sup>e</sup> County of Hampshire yeoman def<sup>t</sup> In a plea of } Cady  
y<sup>e</sup> Case wherein said John Demands against said Samuel sixteen pounds which the said }  
Samuel on y<sup>e</sup> Sixteenth Day of February Anno Dom 1764 by his Note for Value Received  
promise of said John to pay him at or before the fourteenth Day of May then Next and  
if not then paid with Interest till paid on the said John by Timothy Danielson gentleman  
his Attorney appear and the said Samuel being three times publickly called to come in  
to Court makes Default of appearance here It is therefore Considered by y<sup>e</sup> Court now  
here that said John do recover against said Samuel sixteen pounds four shillings  
and Nine pence two farthings of Lawfull Money Damages and Two pounds five shillings  
and four pence of like Money Costs of suit and he may have Execution thereof - - - - - Cron Id. 16<sup>th</sup> Sept. 1765

John Grover of Millington in y<sup>e</sup> County of Windham in y<sup>e</sup> Colony of Connecticut yeoman Grover  
pl<sup>t</sup> vs Daniel Patten of Brookfield in y<sup>e</sup> County of Worcester yeoman def<sup>t</sup> In a plea of y<sup>e</sup> } Patten  
Case wherein said John Demands against y<sup>e</sup> Daniel three pounds fourteen shillings and }  
three pence which said Daniel on y<sup>e</sup> twenty seventh Day of May last past by his Note  
for Value Received promise of said John to pay him on Demand on the said John by Timo-  
thy Danielson gentleman his Attorney appear and the said Daniel being three times pub-  
lickly called to come into Court makes Default of appearance here It is therefore Consi-  
dered by y<sup>e</sup> Court that said John do recover against the said Daniel three pounds four-  
teen shillings and three pence of Lawfull Money Damages and two pounds five shillings  
and six pence of like Money Costs &c. & he may have Execution thereof - - - - - Cron Id. 16<sup>th</sup> Sept. 1765

Peter Smith of Amherst in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Jonathan Cook of  
Hadley in y<sup>e</sup> County of said gentleman def<sup>t</sup> In a plea wherein said Peter Demands } Smith  
against said Jonathan one Certain piece of Land with y<sup>e</sup> Appurtenances being in said } Cook  
Amherst and in that Tract of Land which is called the Second or middle Division of  
Land



27 Land there which said Demanded piece of Land is y<sup>e</sup> Northernly part of y<sup>e</sup> Lot which was Originally  
Smith  
Cook  
land out and Recorded to one Westward Cook that is to say that part of said Original Lot which  
lies North of and Next adjoining to y<sup>e</sup> Lot now in possession of one Abner Lee and described and  
bounded by y<sup>e</sup> following lines viz beginning at y<sup>e</sup> North West Corner of that fence which  
surrounds y<sup>e</sup> Close on y<sup>e</sup> front or Westernmost part of said Lot in possession of said Lee thence run-  
ing East to y<sup>e</sup> highway which runs between said Second Division and y<sup>e</sup> Third Division of  
Lands in said Amherst thence running on y<sup>e</sup> West line of said highway Northward forty five  
Rods thence running west to y<sup>e</sup> Highway which runs between y<sup>e</sup> first and Second Division of  
Lands in said Amherst and from thence a direct line to y<sup>e</sup> said Corner of y<sup>e</sup> fence above named  
and whereon said Peter says that he said Peter within twenty years last past in a time of peace  
in y<sup>e</sup> time of y<sup>e</sup> Reign of George y<sup>e</sup> second y<sup>e</sup> late King he was seized of y<sup>e</sup> said Demanded Land  
with y<sup>e</sup> Appurtenances in his Demesne as office taking y<sup>e</sup> profits thereof to y<sup>e</sup> Value of forty  
shillings by y<sup>e</sup> year since which y<sup>e</sup> said Jonathan has Unjustly and without Indyment  
Entered thereon and thereof Disceised the said Peter and still Unjustly holds him out & the  
said Peter by Simon Strong Gentleman his Attorney appears And y<sup>e</sup> said Jonathan by Bisha  
Porter Gentleman his Attorney comes here and Defends & And for plea says that he never  
disceised y<sup>e</sup> said Peter of y<sup>e</sup> above Demanded premises in manner and form as y<sup>e</sup> said Pe-  
ter in his Declaration has alledged and thereof puts himself on y<sup>e</sup> Country & And y<sup>e</sup> said  
Peter by his said Attorney likewise & After a full hearing of y<sup>e</sup> said parties by their said At-  
torneys Council Learned in y<sup>e</sup> Law y<sup>e</sup> Close was committed to y<sup>e</sup> Jury Mr. Thomas Stebbins fore-  
man and his fellows who Return their Verdict therein and on their Oath say that they  
find for y<sup>e</sup> pl<sup>t</sup> possession of said Land and premises and Costs & It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Peter do Recover against y<sup>e</sup> said Jonathan possession of  
the Land and Appurtenances above Demanded and Costs of Suit and he may have his  
Execution thereof the said Jonathan by his said Attorney Appeals from y<sup>e</sup> Judgment  
of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes  
with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Jonathan prosecuting his Appeal with Effect  
as by y<sup>e</sup> said Recognizance on file Appears, — — —

Montague  
Alvoid  
Richard Montague of Sunderland in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Drariah Al-  
void of Springfield aforesaid Yeoman and Def<sup>n</sup> in plea of y<sup>e</sup> Case for that y<sup>e</sup> said Drariah  
of said Sunderland on y<sup>e</sup> Twenty sixth Day of March Anno Dom 1765 by his Note of hand  
of that Date for Value Received promised y<sup>e</sup> said Richard to pay him y<sup>e</sup> Sum of Eleven  
pounds Lawfull Money to be paid on y<sup>e</sup> Twentieth Day of July then Next to be paid in  
good West India Rum at two shillings and seven pence pr Gallon to be Delivered to y<sup>e</sup>  
said Richard at y<sup>e</sup> said Alvoids Store in Springfield with y<sup>e</sup> Lawfull Interest for said Sum  
from y<sup>e</sup> Date of said Note till paid - but y<sup>e</sup> said Drariah tho often Requested has not paid said  
Sum nor any part thereof nor Delivered said Rum but Unjustly Neglects to do so to y<sup>e</sup> Da-  
mage of y<sup>e</sup> said Richard Twenty pounds - the said Richard by Simon Strong Gentleman his  
Attorney appears And y<sup>e</sup> said Drariah by Bisha Porter Gentleman his Attorney comes here  
and Defends & And for plea says that y<sup>e</sup> pl<sup>t</sup> Writ is bad and ought to be Abated because he says  
first that y<sup>e</sup> Writ of y<sup>e</sup> said Richard is not Indorsed with y<sup>e</sup> Surname of y<sup>e</sup> pl<sup>t</sup> or his Attorney  
which it ought to have been - And secondly that y<sup>e</sup> pl<sup>t</sup> has not Averred in his said Declara-  
tion that he was Ready at y<sup>e</sup> Store of y<sup>e</sup> said Alvoid at Springfield above mentioned on y<sup>e</sup> above  
mentioned Twentieth Day of July to accept y<sup>e</sup> said Rum and Receive y<sup>e</sup> said Rum of y<sup>e</sup> Def<sup>n</sup> which



pl<sup>t</sup> has decided in his said Declaration that if Def<sup>t</sup> promise him and there to Deliver to him which he ought to have done all which if Def<sup>t</sup> is ready to verify wherefore he prays Judg<sup>t</sup> must of said writ and that if same may be abated and he allowd his Costs - Thereupon small and singular if premises being seen and by y<sup>e</sup> Court nowhere fully understood it appears that if said writ is bad because it appears that there is not in said writ any averment of y<sup>e</sup> pt<sup>t</sup> being ready at y<sup>e</sup> said Def<sup>t</sup> store at y<sup>e</sup> time mentioned in said writ for y<sup>e</sup> Delivery of y<sup>e</sup> said Run to Receive y<sup>e</sup> said Sum - It is therefore considered by this Court that y<sup>e</sup> said writ is bad and ought to be abated and if same writ is abated and y<sup>e</sup> said Decree is allowed his Costs - - Costs Paid by y<sup>e</sup> Def<sup>t</sup> Attorney -

Ephraim Wright of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Noadiah Lewis of Amherst in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Ephraim Demands against y<sup>e</sup> said Noadiah four pounds two shillings which the said Noadiah on y<sup>e</sup> Twenty eighth Day of June Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised y<sup>e</sup> said Ephraim to pay him on Demand with Interest at the said Ephraim by Simon Strong Gentleman his Attorney appears And y<sup>e</sup> said Noadiah being three times publicly called to come into Court makes Default of appearance here - It is therefore considered by the Court now here that y<sup>e</sup> said Ephraim do Recover against y<sup>e</sup> said Noadiah three pound seven shillings and one farthing of Lawfull Money Damages and one pound nineteen shillings and four pence of like Money Costs &c he may have &c -

Feilous Billing of Sunderland in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Noah Baker of y<sup>e</sup> said Sunderland Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Feilous and said Noah at said Sunderland on y<sup>e</sup> fifteenth Day of August last past accounted together of and concerning divers Sums of Money before that time due from said Noah to said Feilous and then in Arrear and Unpaid on y<sup>e</sup> stating of which the Court be the said Noah was found in Arrear to y<sup>e</sup> said Feilous y<sup>e</sup> Sum of Twenty Nine pound fourteen shillings and five pence Lawfull Money of y<sup>e</sup> Province of y<sup>e</sup> Massachusetts Bay and being so found in Arrear be the said Noah in Consideration thereof afterwards to wit on y<sup>e</sup> Last Day of said August at said Sunderland undertook and faithfully promised said Feilous to pay him y<sup>e</sup> aforesaid Sum whenever he y<sup>e</sup> said Noah should be there to Required - Also for that said Feilous at said Sunderland on y<sup>e</sup> first Day of June last past at y<sup>e</sup> special Instance and Request of said Noah sold and Delivered to said Noah at said Sunderland sundry Goods Wares and Merchandises the particulars of which are annexed to y<sup>e</sup> pt<sup>t</sup> writ In Consideration whereof said Noah then and there to wit on said first Day of said June at said Sunderland assumed on himself and faithfully promised y<sup>e</sup> said Feilous to pay him for y<sup>e</sup> Goods Ware and Merchandises aforesaid for much Money as y<sup>e</sup> same Goods Wares and Merchandises were Reasonably worth at y<sup>e</sup> time of y<sup>e</sup> Sale and Delivery aforesaid on Demand; and y<sup>e</sup> said Feilous in farther that said Goods Wares and Merchandises at said time of Sale and Delivery to wit at said Sunderland on said first Day of said June were Reasonably worth y<sup>e</sup> Sum of twenty Nine pounds of all which y<sup>e</sup> said Noah there Instantly had Notice - Also for that said Noah at said Sunderland on y<sup>e</sup> said first Day of June aforesaid owed y<sup>e</sup> said Feilous the Sum of Eleven pounds three shillings and nine pence Lawfull Money of y<sup>e</sup> said Province for so much Money by y<sup>e</sup> said Feilous for said Noah expended; In Consideration whereof of said Noah at said Sunderland on y<sup>e</sup> Day and Year last above said promised y<sup>e</sup> said Feilous to pay him y<sup>e</sup> last said Sum on Demand - Yet y<sup>e</sup> said Noah tho' often Requested never performed his said promises or either of them but Refuses to do so. For y<sup>e</sup> Damages of y<sup>e</sup> said Feilous as he faith y<sup>e</sup> Sum of Sixty pounds the said Feilous in his proper person appears and y<sup>e</sup> said Noah in his proper person here in Court now comes - And y<sup>e</sup> said parties



98 have in Court now here that they may have leave of this Court now here to submit this Case  
Billings & Baker } will other Demands in Law and Equity to be tried between them by finall Determination  
and Award of Ebenezer Hunt of Northampton Gentleman Enos Nash of Hadley Gentleman  
and Samuel Smith of Hatfield Gentleman (Arbitrators mutually Chosen by y<sup>e</sup> said Parties or  
any two of them) And y<sup>e</sup> said parties pray that this their Submission may be made a Rule of  
this Court - And y<sup>e</sup> said Submission is granted and made a Rule of this Court And y<sup>e</sup> said Ar-  
bitrators are Required to hear y<sup>e</sup> parties touching y<sup>e</sup> premises and make their Award there-  
in and Return y<sup>e</sup> same into this Court at the next term thereof And y<sup>e</sup> Case is Continu-  
ued to y<sup>e</sup> same Term on y<sup>e</sup> Second Tuesday of November next till which time the said  
parties have Day or - - - - - Rule made - - - - -

Cowan & Winter } George Cowan of Pelham in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Thomas White of New Salem  
in y<sup>e</sup> said County Yeoman and Jeremiah Meacham of y<sup>e</sup> said New Salem Yeoman def<sup>t</sup> In a plea  
of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands against y<sup>e</sup> said Thomas and Jeremiah twelve pounds  
fourteen shillings and five pence which y<sup>e</sup> said Thomas and Jeremiah on y<sup>e</sup> fourteenth Day  
of April Anno Dom<sup>i</sup> 1762 by their Note for Value Received promised y<sup>e</sup> said George to pay him  
within One Year or the said George by Simeon Strong Gentleman his Attorney Appears and the  
said Thomas and Jeremiah being three times publickly called to come into Court make de-  
fault of Apperance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said George  
do Recover against y<sup>e</sup> said Thomas and Jeremiah thirteen pounds one shilling and One penny  
two farthings of Lawfull Money Damages and two pounds five shillings and four pence  
of like Money Costs of Suit And he may have his Execution or - - - - -

Graves & Sheldon } Moses Graves of y<sup>e</sup> said in y<sup>e</sup> County of Berkshire Gentleman pl<sup>t</sup> vs Ebenezer Sheldon of Ber-  
kshire in y<sup>e</sup> County of Hampshire Gentleman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Moses  
Demands against y<sup>e</sup> said Ebenezer nine pounds eight shillings and five pence which the said  
Ebenezer on y<sup>e</sup> thirtieth Day of July Anno Dom<sup>i</sup> 1752 by his Note for Value Received promised  
y<sup>e</sup> said Moses to pay him on Demand with Interest or the said Moses by Simeon Strong Gentle-  
man his Attorney Appears and y<sup>e</sup> said Ebenezer being three times publickly called to come in-  
to Court makes Default of Apperance here - It is therefore Considered by this Court now here -  
that y<sup>e</sup> said Moses do Recover against y<sup>e</sup> said Ebenezer twelve pounds six shillings and two  
pence of Lawfull Money Damages and two pounds eleven shillings and four pence of  
like Money Costs of Suit And he may have his Execution or - - - - - Croon R<sup>d</sup> 20<sup>th</sup> Sep<sup>r</sup> 1765

Baker & Rawson } Noah Baker of Sunderland in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Silas Rawson of Deerfield  
in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Noah Demands  
against y<sup>e</sup> said Silas eight pounds which y<sup>e</sup> said Silas on y<sup>e</sup> seventh Day of May last past by his  
Note for Value Received promised y<sup>e</sup> said Noah to pay him on Demand with Interest or the said  
Noah by Simeon Strong Gentleman his Attorney Appears and y<sup>e</sup> said Silas being three times publick-  
ly called to come into Court makes Default of Apperance here - It is therefore Considered by the  
Court now here that y<sup>e</sup> said Noah do Recover against y<sup>e</sup> said Silas seven pounds ten shillings and  
three pence of Lawfull Money Damages and two pounds five shillings and four pence of like  
Money Costs of Court And he may have his Execution thereof - - - - - Croon R<sup>d</sup> 30<sup>th</sup> Oct<sup>r</sup> 1765

Cowkey & Perry } Alexander Cowkey of New Salem in y<sup>e</sup> County of Hampshire Physician pl<sup>t</sup> vs Joseph Perry of y<sup>e</sup> said New  
Salem Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Alexander Demands against y<sup>e</sup> said Joseph three  
pounds eleven shillings and one penny which y<sup>e</sup> said Joseph on y<sup>e</sup> fifth Day of July Anno Dom<sup>i</sup> 1765  
by his Note for Value Received promised y<sup>e</sup> said Alexander to pay him or his Order on Demand with  
Interest or the said Alexander by Simeon Strong Gentleman his Attorney Appears And y<sup>e</sup> said Joseph  
being three times publickly called to come into Court makes default of Apperance here It is there-  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Alexander do Recover against y<sup>e</sup> said Joseph three  
pounds eleven shillings and nine pence two farthings of Lawfull Money Damages and two pounds  
seven shillings and ten pence of like Lawfull Money Costs of prosecution and he may have  
his Execution thereof - - - - -



William Bottwood of Amherst in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Moses Evans of Mar-  
wick in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said William Demands  
against y<sup>e</sup> said Moses ten pounds and five shillings which y<sup>e</sup> said Moses on y<sup>e</sup> 1<sup>st</sup> Day of May  
anno Dom<sup>ni</sup> 1763 by his Note for Value Received promised One Solomon Bottwood to pay him  
or his Order on Demand with Interest which y<sup>e</sup> said Note y<sup>e</sup> said Solomon afterwards Indorsed  
over to y<sup>e</sup> said William - the said William by Simeon Strong Gentleman his Attorney Ap-  
pears and y<sup>e</sup> said Moses being three times publickly called to come into Court makes Default  
of appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William  
do Recover against y<sup>e</sup> said Moses ten pounds eight shillings and One penny of Lawfull  
Money Damages and two pounds four shillings and two pence of like Money Costs of Court  
and he may have his Execution thereof - - - - - Cron Id<sup>o</sup> 4<sup>th</sup> Febr<sup>y</sup> 1763

Solomon Bottwood of Amherst in y<sup>e</sup> County of Hampshire Yeoman and a Deputy Sheriff Under Oliver  
Partridge Esq<sup>r</sup> Sheriff of y<sup>e</sup> said County pl<sup>t</sup> vs Joseph Miller of Granville in y<sup>e</sup> County aforesaid  
Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Solomon Demands against the said Joseph  
four pounds and Ten shillings which y<sup>e</sup> said Joseph on y<sup>e</sup> 2<sup>nd</sup> Day of August Anno Dom<sup>ni</sup> 1762  
by his Note for Value Received promised y<sup>e</sup> said Solomon to pay him or his Order by y<sup>e</sup> 1<sup>st</sup> Day of  
January or then Next with Interest as the said Solomon by Simeon Strong Gentleman his Attor-  
ney Appears And y<sup>e</sup> said Joseph being three times publickly called to come into Court makes  
Default of appearance here It is therefore Considered by this Court now here that the said Solo-  
mon do Recover against the said Joseph four pounds fifteen shillings and Eight pence of La-  
wfull Money Damages and 1s 10d Costs and he may have Execution - - - - - Cron Id<sup>o</sup> 4<sup>th</sup> Febr<sup>y</sup> 1763

Solomon Bottwood of Amherst in y<sup>e</sup> County of Hampshire Yeoman and a Deputy Sheriff under Oliver  
Partridge Esq<sup>r</sup> Sheriff of y<sup>e</sup> said County pl<sup>t</sup> vs Alexander Smith of y<sup>e</sup> said Amherst Geo-  
man def<sup>t</sup>. In a plea of Debt wherein y<sup>e</sup> said Solomon Demands against y<sup>e</sup> said Alexander six  
pounds which y<sup>e</sup> said Alexander on y<sup>e</sup> 1<sup>st</sup> Day of April Anno Dom<sup>ni</sup> 1764 by his bond  
bound himself to pay to y<sup>e</sup> said Solomon on Demand - The said Solomon by Simeon Strong  
Gentleman his Attorney Appears And y<sup>e</sup> said Alexander being three times publickly called  
to come into Court makes Default of appearance here - It is therefore Considered by the  
Court now here that y<sup>e</sup> said Solomon do Recover against y<sup>e</sup> said Alexander thirty two pounds  
ten shillings and Seven pence of Lawfull Money Debt being the Gaucery of y<sup>e</sup> bond  
in Equity and One pound Nineteen shillings and two pence of like Lawfull Money Costs  
of Court And he may have his Execution thereof - - - - - Cron Id<sup>o</sup> 4<sup>th</sup> Febr<sup>y</sup> 1763

John Wright of Northampton in y<sup>e</sup> County of Hampshire Yeoman Executor of y<sup>e</sup> Last Will  
and Testament of Heseiah Wright late of y<sup>e</sup> said Northampton Shopkeeper Deceased pl<sup>t</sup> vs Hese-  
chiah Porter of y<sup>e</sup> said Northampton Surgeon def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Executor  
Demands against y<sup>e</sup> said Porter four pounds seventeen shillings which y<sup>e</sup> said Porter on  
y<sup>e</sup> 14<sup>th</sup> Day of February Anno Dom<sup>ni</sup> 1765 by his Note of that Date for Value Received  
promised y<sup>e</sup> said Hesechiah Wright then living to pay him or his Order on Demand with  
Interest as y<sup>e</sup> said Executor by Simeon Strong Gentleman his Attorney Appears and the  
said Porter being three times publickly called to come into Court makes Default of ap-  
pearance here It is therefore Considered that y<sup>e</sup> said Executor do Recover against y<sup>e</sup> said  
Porter five pounds and one penny two farthings of Lawfull Money Damages and One  
pound eighteen shillings and ten pence both and he may have Execution - - - - - Id<sup>o</sup> 16<sup>th</sup> Sep<sup>r</sup> 1765

James Mason of Woodbury in y<sup>e</sup> County of Litchfield in y<sup>e</sup> Colony of Connecticut Yeoman  
pl<sup>t</sup> vs Isaac Gray of Pelham in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case  
wherein y<sup>e</sup> said James Demands against y<sup>e</sup> said Isaac twenty five pounds which the said  
Isaac on y<sup>e</sup> 3<sup>rd</sup> Day of April Anno Dom<sup>ni</sup> 1765 by his Note for Value Received promised



99 the said James to pay him on or before y<sup>e</sup> first Day of August then Next with Interest on the  
said James by Simeon Strong Gentleman his Attorney appear and the said Isaac being three  
times publickly called to come into Court makes Default of appearance here. It is therefore  
considered by y<sup>e</sup> Court now here that y<sup>e</sup> said James do Recover against the said Isaac the  
sum of twenty five pounds two shillings and six pence of Lawfull Money Damages &  
two pounds eight shillings and eight pence of like Money Costs of Court And he may  
have his Execution thereof — — — — — Cron Id 16<sup>th</sup> Sep: 1765

Nash vs Alvord David Nash of South Hadley in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup>: vs Job Alvord of Spring-  
field aforesaid Gentleman def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said David Demands against the  
said Job five pounds which y<sup>e</sup> said Job on y<sup>e</sup> 5<sup>th</sup> Day of May Anno Dom 1765 by his Note  
for Value Received promised y<sup>e</sup> said David to pay him or Order on Demand with Interest  
in the said David by Simeon Strong Gentleman his Attorney appear and the said Job being  
three times publickly called to come into Court makes Default of appearance here. It is there-  
fore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said David do Recover against the said Job  
three pounds thirteen shillings and eleven pence one farthing of Lawfull Money Damages  
and one pound fourteen shillings and eleven pence of like Lawfull Money Cost of  
Suit and he may have his Execution thereof — — — — — Cron Id 4<sup>th</sup> Oct: 1765

Gay vs Heyden Richard Gay of Simsbury in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman pl<sup>t</sup>: vs  
Samuel Heyden lateley of Windsor in y<sup>e</sup> said County of Hartford Yeoman def<sup>t</sup>: In a plea of y<sup>e</sup>  
Case wherein y<sup>e</sup> said Richard Demands against the said Samuel three pounds four shillings &  
six pence which y<sup>e</sup> said Samuel on y<sup>e</sup> 18<sup>th</sup> Day of June Anno Dom 1763 promised  
y<sup>e</sup> said Richard to pay him on Demand for wheat before that time had and Received of the  
said Richard by him y<sup>e</sup> said Samuel in the said Richard by Simeon Strong Gentleman his Attor-  
ney appear and y<sup>e</sup> said Samuel being three times publickly called to come into Court  
makes Default of appearance here And y<sup>e</sup> said Richard by his said Attorney says that he is con-  
tent to have Judgment for y<sup>e</sup> Balance of his Account according to y<sup>e</sup> Account annexed to the  
pl<sup>t</sup>: Writ It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Richard do Recover of  
y<sup>e</sup> said Samuel two pounds six shillings and Ten pence of Lawfull Money Damages and two  
pounds one and ten pence Costs & he may have Execution thereof — — — — — Cron Id 16<sup>th</sup> Sep: 1765

Buttwood vs Alvord William Buttwood of Amherst in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup>: vs Job Alvord of  
Springfield in y<sup>e</sup> County aforesaid Gentleman def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein the said Wil-  
liam Demands against y<sup>e</sup> said Job Ten pounds ten shillings which y<sup>e</sup> said Job on the  
Twenty fifth Day of December Anno Dom 1764 by his Note for Value Received promised  
the said William to pay him or his Order on or before y<sup>e</sup> first Day of March then Next and  
if not then paid to pay Interest on the said William by Simeon Strong Gentleman his  
Attorney appear and the said Job being three times publickly called to come into Court  
makes default of appearance here — It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Wil-  
liam do recover against y<sup>e</sup> said Job Ten pound six <sup>ten</sup> shillings and three pence two farthings  
of Lawfull Money Damages and one pound seventeen shillings and two pence of like  
Money Costs of Court And he may have Execution thereof — — — — — Cron Id 26<sup>th</sup> Sep: 1765

McClister vs Jaylor James McClister of Enfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup>: vs Moses Jaylor Yeoman  
Reuben Jaylor Yeoman and Oliver Jaylor Yeoman all of South Hadley in the County aforesaid  
def<sup>t</sup>: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said pl<sup>t</sup>: Demands against the said def<sup>t</sup>: twelve pounds  
seventeen shillings and six pence which y<sup>e</sup> said def<sup>t</sup>: on y<sup>e</sup> 5<sup>th</sup> Day of February Anno Dom  
1765 by their Note for Value Received promised y<sup>e</sup> pl<sup>t</sup>: to pay him by the first Day of June  
then Next with Interest on the said James y<sup>e</sup> pl<sup>t</sup>: by Simeon Strong Gentleman his Attorney  
appear and y<sup>e</sup> said Moses Reuben and Oliver being three times publickly called to  
come into Court make Default of appearance here It is therefore considered by this Court  
now



here hee that y<sup>e</sup> said pl<sup>t</sup> do Recover against y<sup>e</sup> said Defendants thirteen pounds six shillings and four pence three farthings of Lawfull Money Damages and One pound seven shillings and six pence of like Lawfull Money Costs of this prosecution and he may have his Execution thereof — — — — — Ex<sup>h</sup> 4<sup>th</sup> Dec<sup>r</sup> 1765

Joseph Losh of Shutesbury in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Noah Baker of Sun- Losh  
derland in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In plea of y<sup>e</sup> Case for that said Noah at said Sun- Baker  
derland on y<sup>e</sup> last Day of July last past Owed said Joseph y<sup>e</sup> sum of four pounds five shil-  
lings and two farthings Lawfull Money or for sundry Articles of Account according to y<sup>e</sup>  
Account Annexed to y<sup>e</sup> said Josephs Writ and y<sup>e</sup> said Noah then and there in Consideration  
hereof undertook and faithfully promised said Joseph to pay him y<sup>e</sup> same on Demand yett tho  
then Requested he has never done it &c. The said Joseph appears and y<sup>e</sup> said Noah comes  
here And y<sup>e</sup> said parties Agree to Refer this Case and all other Demands Subsisting between  
them to y<sup>e</sup> final Determination and Award of Messrs Ebenezer Hunt of Northampton  
Jn<sup>r</sup> Nash of Hadley and Samuel Smith of Hatfield (or any two of them) Arbitrators mu-  
tually Chosen by y<sup>e</sup> said parties to be made upon y<sup>e</sup> premises and Returned into this Court  
as soon as may be and y<sup>e</sup> said Agreement and Submission are Received and y<sup>e</sup> same are  
made a Rule of Court &c. And y<sup>e</sup> Case is Continued to y<sup>e</sup> second Tuesday of November Next  
y<sup>e</sup> Next Term of this Court &c. — — — — — Rule made

Obediah Dickinson of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Joseph Mitchell Dickinson  
of Hatfield in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Obediah De- Mitchell  
mands against y<sup>e</sup> said Joseph Twenty five pounds four shillings and four pence which y<sup>e</sup> said  
Joseph on y<sup>e</sup> Twenty Ninth Day of January Anno Dom<sup>i</sup> 1765 by his Note for Value Received pro-  
mised y<sup>e</sup> said Obediah to pay him or his Order and Demand with Intrest the said Obediah by  
Simeon Strong Gentleman his Attorney appears And y<sup>e</sup> said Joseph being three times pub-  
licly called to come into Court makes default of appearance here. It is therefore Confi-  
dered by y<sup>e</sup> Court now here that y<sup>e</sup> said Obediah do Recover against y<sup>e</sup> said Joseph Twenty six  
pounds two shillings and four pence of Lawfull Money Damages and two pounds three  
shillings of like Money Costs and he may have Execution thereof — — — — — Ex<sup>h</sup> 20<sup>th</sup> Sept<sup>r</sup> 1765

Obediah Dickinson of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs John Hooker of Dickinson  
Greenfield in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Obediah Demands against Hooker  
said John four pounds nine shillings and five pence which y<sup>e</sup> said John on y<sup>e</sup> Thirty first Day of March  
Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said Obediah to pay him or his Order on  
Demand with Intrest &c. The said Obediah by Simeon Strong Gentleman his Attorney appears  
and y<sup>e</sup> said John being three times publicly called to come into Court makes Default of ap-  
pearance here. It is therefore Considered by this Court now here that y<sup>e</sup> said Obediah do Recover ag-  
st the said John five pounds two shillings and four pence Damages and two pounds two shillings  
and four pence Costs &c. And he may have his Execution thereof — — — — — Ex<sup>h</sup> 28<sup>th</sup> Sept<sup>r</sup> 1765

Obediah Dickinson of Hatfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ephraim Hunt Dickinson  
Greenwich in y<sup>e</sup> County aforesaid Gentleman def<sup>t</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Obediah Demands Hunt  
against y<sup>e</sup> said Ephraim two pounds thirteen shillings and two pence which y<sup>e</sup> said Ephraim on the sixth  
Day of May Anno Dom<sup>i</sup> 1763 for Value recd promised y<sup>e</sup> said Obediah to pay him on Demand with Intrest &c.  
y<sup>e</sup> pl<sup>t</sup> by Simeon Strong Gentleman his Attorney appears and y<sup>e</sup> def<sup>t</sup> being three times publicly  
called to come into Court makes default. It is therefore Considered that y<sup>e</sup> pl<sup>t</sup> do Recover against y<sup>e</sup>  
def<sup>t</sup> three pounds and three pence two farthings Damages & two pounds two shillings and eight  
pence Costs &c. And he may have Execution thereof — — — — — Ex<sup>h</sup> 20<sup>th</sup> Sept<sup>r</sup> 1765



100 Obediah Dunnington of Aspley in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Richard Ellis of  
Dunnington Colrain in y<sup>e</sup> said County Yeoman def<sup>t</sup>. In plea of Debt that he y<sup>e</sup> said Richard tender to  
said Obediah Twenty pounds ten shillings which to him he owes and from him unjustly  
retains and whereon said Obediah says that y<sup>e</sup> said Richard at said Aspley on the Ninth  
Day of January Anno Dom<sup>i</sup> 1744 by his bond bound himself to pay to y<sup>e</sup> said Obediah the  
sum aforesaid on Demand & the said Obediah by Simeon Strong Gentleman his Attorney  
appears and the said Richard by John Worthington Esq<sup>r</sup> his Attorney comes here and con-  
fesses y<sup>e</sup> forfeiture of y<sup>e</sup> said Bond and prays an Equitable Chauncery thereof & It is there-  
fore considered by this Court that y<sup>e</sup> said Obediah do recover against the said Richard Ten  
pounds and Ten shillings of Lawfull Money Debt being the Chauncery of y<sup>e</sup> said bond  
in Equity and two pounds four shillings and ten pence of like Money Costs of Court  
and he may have his Execution thereof - - - - - Exon<sup>d</sup> 28<sup>th</sup> Sept<sup>r</sup> 1765

Field John Field of Amherst in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Robert Abercrombie of Ber-  
am in y<sup>e</sup> County aforesaid Clerk def<sup>t</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands ag<sup>t</sup>  
y<sup>e</sup> said Robert fourteen pounds which y<sup>e</sup> said Robert on the Second Day of June Anno Dom<sup>i</sup>  
1763 by his Note for Value Received promised y<sup>e</sup> said John to pay him on or before the first  
Day of October then Next with Interest from y<sup>e</sup> said first Day of October & the said John  
by Simeon Strong Gentleman his Attorney appears and y<sup>e</sup> said Robert being three times  
publicly called to come into Court makes Default of Appearance here It is therefore  
considered by this Court that y<sup>e</sup> said John do recover against y<sup>e</sup> said Robert Eleven pounds  
two shillings and eight pence two farthings Damages and two pounds Costs of Suit  
and he may have his Execution thereof - - - - - Exon<sup>d</sup> 4<sup>th</sup> Oct<sup>r</sup> 1765

Rea John Rea of Greenwich in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Phineas Sedman of Spring-  
field aforesaid Yeoman def<sup>t</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against the  
said Phineas Nine pounds which y<sup>e</sup> said Phineas on y<sup>e</sup> Twenty first Day of March Anno  
Dom<sup>i</sup> 1765 by his Note of that Date for Value Received promised y<sup>e</sup> said John to pay him by  
y<sup>e</sup> first Day of July then Next with Interest & also one other sum of Eight pounds which  
y<sup>e</sup> said Phineas on y<sup>e</sup> Twenty first Day of March aforesaid by his other Note for Value Received  
promised y<sup>e</sup> said John to pay him within one Month with Interest & the said John by Simeon  
Strong Gentleman his Attorney appears and y<sup>e</sup> said Phineas being three times pub-  
licly called to come into Court makes Default of Appearance here It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said John do recover against y<sup>e</sup> said Phineas sixteen pounds  
three shillings and ten pence one farthing Damages and One pound Nineteen shillings and  
six pence Costs and he may have Exon<sup>d</sup> - - - - - Exon<sup>d</sup> 22<sup>nd</sup> Oct<sup>r</sup> 1765

Gilbert Henry Gilbert of Ware in y<sup>e</sup> County of Hampshire Yeoman and Sarah his Wife who was late  
Wright Sarah Domo pl<sup>t</sup> vs Ephraim Wright of South Hadley in y<sup>e</sup> County aforesaid Yeoman  
def<sup>t</sup>. In an action wherein y<sup>e</sup> said Plaintiff Demands against said Ephraim one seventh  
part of a tract of land containing twenty six acres with y<sup>e</sup> appurtenances lying and being in  
South Hadley aforesaid and bounded as follows Nameley beginning at y<sup>e</sup> North West Corner  
of y<sup>e</sup> Lot known by y<sup>e</sup> Name of William Montague first Choice in y<sup>e</sup> six thousand Acre  
Division and thence running North five Degrees East One hundred and eight Rods thence  
Running West five Degrees North thirty nine Rods and ten feet; thence running South five  
Degrees West one hundred and eight Rods and thence running in a straight Line to y<sup>e</sup> first  
Named Boundary which said seventh part of which Described tract of land with y<sup>e</sup> appurte-  
nances y<sup>e</sup> said Henry and Sarah demand as the Right and Inheritance of her the said Sarah  
and whereof One Peter Domo Deceased Father of y<sup>e</sup> said Sarah and whose heir she is was seized  
in



in his Demesne as office, that is to say of y<sup>e</sup> whole piece of Land above Described any Day Gilbert  
in which he died and into which y<sup>e</sup> said Ephraim hath not Entry but by Abatement in { Gilbert  
same by him made after y<sup>e</sup> Death of said Peter Doms and whereupon said Henry and { Wright  
say that y<sup>e</sup> aforesaid Peter Doms Father of y<sup>e</sup> said Sarah within thirty years last  
past was seized of y<sup>e</sup> whole Tract of Land above Described with y<sup>e</sup> Appurtenances in his  
demesne as office and Right in a time of peace in y<sup>e</sup> time of our Reign taking y<sup>e</sup> profits  
of y<sup>e</sup> said Tract of Land of forty shillings by y<sup>e</sup> year and on y<sup>e</sup> last Day of February Anno Dom 1765  
y<sup>e</sup> said Peter Doms died intestate seized of such an Estate in y<sup>e</sup> said Described Lands and from him y<sup>e</sup> said Peter Fa-  
ther of y<sup>e</sup> said Sarah (because he died leaving five heirs of his Body begotten of which y<sup>e</sup> said  
Sarah is one; and leaving also the only Son and heir of y<sup>e</sup> eldest Son of his Body begotten said  
eldest Son being deceased in y<sup>e</sup> said Peters life time to which said Grandson of said Peter two shares  
of said Land descended) by force and Virtue of one Law of this province in that case made and  
provided the fee of said Seventh part of said Described Lands with y<sup>e</sup> Appurtenances descended  
of said Sarah as next of kin and heir to said Peter to wit his Daughter and into y<sup>e</sup> whole of  
which Described Land with Appurtenances y<sup>e</sup> said Ephraim within thirty years last past and  
after y<sup>e</sup> Death of said Peter and before y<sup>e</sup> p<sup>ts</sup> or either of them had made an actual Entry into y<sup>e</sup>  
same Abated and Unjustly and without Judgment entered into it and whereof y<sup>e</sup> p<sup>ts</sup> Com-  
plain that y<sup>e</sup> said Ephraim unjustly deforceth them and therefore they bring this Suit; the a-  
bove said Deforcement thereof is by Damages of y<sup>e</sup> said p<sup>ts</sup> as they say one hundred pounds  
the p<sup>ts</sup> by Simon Strong Gentleman their Attorney appear and y<sup>e</sup> said Ephraim by Joseph  
Lawley his Attorney comes here and Defends his Right & did to y<sup>e</sup> Warranty thereof against  
Demands of y<sup>e</sup> said Henry Vouchers Comfort Doms of South Hadley in y<sup>e</sup> County of Hampshire  
single Woman and Spinster whose Warranty he has of y<sup>e</sup> premises Demanded and prays that  
his action may be continued to y<sup>e</sup> next Term of this Court that he may make shewings  
ther of y<sup>e</sup> said Comfort to Warrant y<sup>e</sup> said premises to him y<sup>e</sup> said Wright against the said  
Henry - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said action be continued &c.  
James M<sup>c</sup>Clister of Enfield in y<sup>e</sup> County of Hampshire Trader p<sup>ts</sup> vs Alexander Turner of Pel M<sup>c</sup>Clister  
am in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said James Demands  
against y<sup>e</sup> said Alexander six pounds Nine shillings which y<sup>e</sup> said Alexander on the fourth  
Day of August Current by his Note for Value Received promised y<sup>e</sup> said James to pay him  
or his Order on Demand with Interest &c the said James by Simon Strong Gentleman his  
Attorney appears and y<sup>e</sup> said Alexander being three times publicly called to come in to  
Court makes Default of appearance here - It is therefore Considered by y<sup>e</sup> Court that the  
said James do Recover against y<sup>e</sup> said Alexander six pounds ~~ten~~ <sup>Nine</sup> shillings and Seven  
pence of Lawfull Money Damages and one pound six pence of like Money Costs and he may have his Execution thereof  
Done at 4<sup>th</sup> Oct<sup>r</sup> 1765

Elizabeth M<sup>c</sup>Berty of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut vs Administration of William M<sup>c</sup>Berty late of Windsor in y<sup>e</sup> said County of Hartford Yeoman deceased Intestate { M<sup>c</sup>Berty  
vs William Shaw of Palmer in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case { Shaw  
wherein y<sup>e</sup> said Administration Demands against y<sup>e</sup> said William three pounds ten shillings  
which y<sup>e</sup> said William on y<sup>e</sup> twenty eighth Day of Oct<sup>r</sup> 1763 by his Note for Value Received pro-  
mised y<sup>e</sup> said Intestate to pay him or his Order on Demand with Interest &c the said Administration  
by Simon Strong Gentleman her Attorney appears and y<sup>e</sup> said William being called does  
not come but makes default It is therefore Considered that y<sup>e</sup> said Administration do Recover  
against y<sup>e</sup> said William three pounds thirteen shillings and three pence of Lawfull Mo-  
ney Damages and two pounds one shilling and eight pence of like Money Costs and he may  
have his Execution thereof - Done at 16<sup>th</sup> Sep<sup>r</sup> 1765



101 Nathaniel Peabody of Amherst in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Elijah Alvord of  
Peabody South Hadley in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Natha-  
Alvord niel Demands against y<sup>e</sup> said Elijah thirteen pounds six shillings and eight pence which  
the said Elijah on the Nineteenth Day of October Anno Dom<sup>i</sup> 1764 by his Note for Value  
Received promised y<sup>e</sup> said Nathaniel to pay him on or before the first Day of May then Next  
with Interest from y<sup>e</sup> said first Day of May & the said Nathaniel by Simeon Strong Gentle-  
man his Attorney appears And y<sup>e</sup> said Elijah being three times publickly called to come  
into Court makes Default of appearance here It is therefore Considered that y<sup>e</sup> said Na-  
thaniel do recover against y<sup>e</sup> said Elijah ten pounds eleven shillings and one penny  
two farthings of lawfull Money damages & One pound Eighteen shillings of like Money  
Costs of Suit And he may have his Execution thereof - - - Exon<sup>d</sup> 15<sup>th</sup> Febr<sup>y</sup> 1765

Hubbard Joseph of South Hadley in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Preserved Clap of  
Clap of Amherst in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Joseph  
Demands against y<sup>e</sup> said Preserved five pounds which y<sup>e</sup> said Preserved on y<sup>e</sup> sixth Day  
of May Anno Dom<sup>i</sup> 1765 by his Note for Value Received promised the said Joseph to pay  
him or his Order on Demand with Interest & the said Joseph by Simeon Strong Gentle-  
man his Attorney appears and y<sup>e</sup> said Preserved being three times publickly called to  
come into Court makes default of appearance here It is therefore Considered by y<sup>e</sup> Court  
that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Preserved five pounds One shilling and  
seven pence two farthings of Lawfull Money Damages and One pound Nineteen shillings  
and four pence Costs & And he may have Exon<sup>d</sup> - - - Exon<sup>d</sup> 21<sup>st</sup> Febr<sup>y</sup> 1765

Field John of Amherst in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Benjamin Piene of South  
Hadley in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said John De-  
mands against y<sup>e</sup> said Benjamin One hundred and eight pounds ten shillings of y<sup>e</sup> Money  
of the province of Rhode Island (which y<sup>e</sup> plaintiff says is Equall in Value to fourteen pounds  
three shillings and four pence Lawfull Money of this province) which y<sup>e</sup> said Benjamin  
on y<sup>e</sup> twenty second Day of August 1762 by his Note for Value Received promised one John  
Bennet to pay him or his Order on Demand with Interest & which said Note y<sup>e</sup> said John  
Bennet afterwards Indorsed over to y<sup>e</sup> said John Field & the said John Field by Simeon  
Strong Gentleman his Attorney appears And y<sup>e</sup> said Benjamin being three times publick-  
ly called to come into Court makes default of appearance here It is therefore Consider-  
ed by y<sup>e</sup> Court that y<sup>e</sup> said John Field do recover against y<sup>e</sup> said Benjamin thirteen pounds  
fourteen shillings of Lawfull Money Damages and one pound Eighteen shillings and two  
pence of like Money Costs & And he may have Exon<sup>d</sup> - - - Exon<sup>d</sup> 1<sup>st</sup> Febr<sup>y</sup> 1765

Locke Jonas of Sutterbury in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Joseph Locke of  
Sutterbury Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that said Joseph & y<sup>e</sup> said Springfield  
on y<sup>e</sup> Last Day of July last past Owed y<sup>e</sup> said Jonas y<sup>e</sup> Sum of fifty three pounds four shillings  
and seven pence two farthings Lawfull Money for sundry Articles of book Accounts &  
particulars whereof are Annexed y<sup>e</sup> said Jonas's Writ In Consideration whereof said Joseph  
then and there undertook and y<sup>e</sup> said Jonas faithfully promised to pay him y<sup>e</sup> aforesaid Sum  
on Demand - Also for that said Jonas & y<sup>e</sup> said Sutterbury on y<sup>e</sup> said Last Day of said July had  
at y<sup>e</sup> special Instance and Request of said Joseph sawed six Thousand two hundred and Eight  
and Eight feet of Boards for said Joseph - In Consideration whereof said Joseph then and there  
undertook and promised said Jonas to pay and Content to him for y<sup>e</sup> Sawing aforesaid  
so much Money as y<sup>e</sup> said Jonas Reasonably deserved to have of him for the same at the  
time



time of said claims and performance thereof and said Jonas in fact says that he reasonably deems (Lock  
share of said Joseph for said Sawing of said Board the sum of three pounds fourteen shillings or  
and six pence to wit a said. Haterbury & of all which said Joseph had to take out of Da- (Lock  
rage of said. Jonas seventy pounds. — the said parties in their money persons come  
ie and agree to refer this case and all other demands subsisting between them to final  
termination and Award of Messrs. Ebenezer Hunt of Northampton Enos Nash of Hadley  
and Samuel Smith of Hatfield (or either two of them) Arbitrators mutually chosen by  
said parties to be made upon premises and returned into this Court as soon as may  
be And if said Submission is received by the Court And if Case is continued to the second  
Tuesday of November Next of Next Term of this Court &c. — Rule made

Joseph Billing Grooman and Samuel Blodget Physician both of Sunderland in County of (Billing  
Hampshire plts vs William Willard of Brattleborough in Province of New Hampshire (Willard  
in the demand of 2 In a plea of Case wherein the plts Demand against the deft six pounds  
four shillings and eight pence two farthings for sundry Articles of Goods amount to bal-  
ance of some Account according to the Account Annexed to the plts Writ which said sum of said Will-  
ard on the last Day of January last paid promised the plts to pay them on Demand & the plts  
being three times publicly called to appear and prosecute the Non suit and the deft being  
in like manner called makes default &c. And if Case is Dismissed

Joseph Billing Grooman and Samuel Blodget Physician both of Sunderland in County of (Billing  
Hampshire plts vs Joseph Clary of the same Sunderland Grooman deft. In a plea of Case (Clary  
wherein the said plts Demand against the said deft six pounds two shillings and four pence  
which the deft on the fourteenth Day of December Anno Dom 1763 by his Note for Value Received  
promised the plts to pay them or their Order on Demand with Interest & the plts by Simon Strong  
Gentleman their Attorney Appear And the said deft being three times publicly called to  
come into Court makes default of Appearance here — It is therefore Considered by the  
Court now here that the plts do recover against the said deft four pounds nine shillings of  
Lawfull Money Damages and two pounds four shillings and four pence of like Money  
Costs and they may have their Execution thereof

Isaac Powers of Greenwich in County of Hampshire Grooman plts vs Jonathan Nye Junr (Powers  
of Hardwick in County of Worcester Grooman deft. In a plea of Case wherein the said (Nye  
Isaac Demands against the said Jonathan ten pounds thirteen shillings and four pence which  
said Jonathan on the thirty first Day of August Anno Dom 1764 by his Note of that Date  
for Value Received promised the said Isaac to pay him within six months with Interest &  
the said Isaac by Simon Strong Gentleman his Attorney Appear and the said Jonathan  
being three times publicly called to come into Court makes default of Appearance here  
It is therefore Considered by the Court now here that the said Isaac do recover against the  
said Jonathan Eleven pounds three shillings and one penny two farthings of Lawfull  
Money Damages and two pounds and three shillings of like Money Costs And he may  
have his Execution thereof

Bildad Fowler of Westfield in County of Hampshire Trader Appellant vs James Watson of (Fowler  
Springfield aforesaid Grooman Appellee from a Judgment given against the said (Watson  
of Bildad Taylor Esq. on the twelfth Day of July last past at which time and Court the  
said James was plaintiff and the said Bildad deft. In a plea of Case for that the said Bildad  
the said Westfield on the last Day of June last past owed the plts one pound nine shillings for  
sundry Articles of Account according to the Account Annexed to the plts Writ and the said Bildad



232 then and there in consideration thereof, <sup>was</sup> said James <sup>to</sup> pay him <sup>of</sup> James Sum on De-  
mand. <sup>for</sup> <sup>of</sup> said Bildad the <sup>often</sup> <sup>there</sup> <sup>to</sup> Requested has never paid <sup>of</sup> same <sup>for</sup> Damage <sup>of</sup>  
the said James or at which said Court before <sup>of</sup> said Justice <sup>of</sup> said James by David Inger  
Joll Gentleman appeared And <sup>of</sup> said Bildad came by John Phelps Gentleman his at-  
ney come before <sup>of</sup> said Justice and plead that he owed <sup>of</sup> said James nothing & and put him-  
self upon trial & And <sup>of</sup> said James likewise & And after a full hearing & It was con-  
sidered by <sup>of</sup> said Justice that <sup>of</sup> said James should Recover <sup>as <sup>of</sup> said Bildad</sup> <sup>of</sup> sum sued for and Costs & Taxed  
at eleven shillings and five pence & from which Judgment <sup>of</sup> said Bildad Appeals to  
the Court now here and Recognized & the said Bildad by his said Attorney appears and  
<sup>of</sup> said James by John Worthington Esq. his Attorney comes here And <sup>of</sup> said Attornies  
agree to submit this case to final Determination and Award of Abraham Burbank  
Gentleman William Day Gentleman and John Mosley Gentleman (or any two of  
them) Arbitrators mutually chose by <sup>of</sup> said parties to be made upon the premises  
and to be Returned into this Court as soon as may be and pray that their said sub-  
mission may be made a Rule of this Court. And it is Rescued Accordingly And the  
Case is continued &

Fowler { Bildad Fowler of Westfield in <sup>of</sup> County of Hampshire Trader pl: vs Silas Noble of Blau-  
Noble { ford in <sup>of</sup> County aforesaid from an debt In a plea of <sup>of</sup> Case wherein <sup>of</sup> said Bildad De-  
mands against <sup>of</sup> said Silas Twelve pounds six shillings and eight pence half penny  
which <sup>of</sup> said Silas on <sup>of</sup> Ninth Day of August last past by his Note for Value Received  
promised <sup>of</sup> said Bildad to pay him on Demand with Interest & the said Bildad in his  
proper person appears And <sup>of</sup> said Silas being three times publicly called to come  
into Court makes default of appearance there. It is therefore Considered by the  
Court that <sup>of</sup> said Bildad do recover against <sup>of</sup> said Silas thirteen pounds seven  
shillings  
and four pence of lawfull Money Damages And One pound nine shillings  
and two pence Costs & he may have Execution — — — — — Exon Id 21<sup>st</sup> Sept 1765

Fowler { Bildad Fowler of Westfield in <sup>of</sup> County of Hampshire Trader pl: vs Charles Goodrich  
Goodrich { of Pittfield in <sup>of</sup> County of Berkshire Gentleman debt In a plea of <sup>of</sup> Case wherein <sup>of</sup>  
said Bildad Demands against <sup>of</sup> said Charles Eight pounds sixteen shillings and three  
pence which <sup>of</sup> said Charles on <sup>of</sup> Ninth Day of August last past by his Note for Val-  
ue Received promised <sup>of</sup> said Bildad to pay him on or before the first Day of Septem-  
ber then Next with Interest & the said Bildad in his proper person appears and the  
said Charles being three times publicly called to come into Court makes Default of  
appearance here. It is therefore Considered by <sup>of</sup> Court now here that <sup>of</sup> said Bildad  
do Recover against <sup>of</sup> said Charles Nine pounds seven shillings and One penny  
Damages and One pound thirteen shillings and eight pence Costs of Court and  
he may have his Execution thereof — — — — — Exon Id 4<sup>th</sup> April 1766

Fowler { Bildad Fowler of Westfield in <sup>of</sup> County of Hampshire Trader pl: vs Thomas Smith of Spring-  
Smith { field aforesaid from an debt In a plea of <sup>of</sup> Case wherein the said Bildad Demands against  
the said Thomas three pounds thirteen shillings and five pence which <sup>of</sup> said Thomas  
on <sup>of</sup> twenty second Day of March Anno Dom 1764 by his Note for Value Received promised  
the said Bildad to pay him on Demand with Interest & the said Bildad in his proper  
person appears And <sup>of</sup> said Thomas being three times publicly called to come into  
Court



Court makes default of appearance here. It is therefore considered in y<sup>e</sup> Court that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said Thomas three pound nine shillings and two pence of Lawfull Money Damages and one pound six shillings and four pence like Money Costs of Court and he may have his Execution &c. — Exon. Id. 21<sup>st</sup> Sept: 1765

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Thomas Howie lat<sup>e</sup> of y<sup>e</sup> same County of Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said Thomas six pound nineteen shillings and two pence one farthing which y<sup>e</sup> said Thomas on y<sup>e</sup> second Day of August last past by his Note for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest or also one other sum of five pounds which y<sup>e</sup> said Thomas on y<sup>e</sup> same second Day of August by his other Note for Value Received promised y<sup>e</sup> said Biddad to pay him in Coiners worth by y<sup>e</sup> first Day of June then next with Interest from y<sup>e</sup> said first Day of y<sup>e</sup> said June & the said Biddad in his proper person appears and y<sup>e</sup> said Thomas being three times publicly called to come into Court makes Default of appearance here. It is therefore considered in y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said Thomas seven pound sixteen shillings and two pence three farthings of Lawfull Money Damages and one pound seven shillings and <sup>eight</sup> pence Costs and he may have Execution &c. — Exon. Id. 21<sup>st</sup> Sept: 1765

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Joseph Sweetman of y<sup>e</sup> same County of Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said Joseph six pound thirteen shillings and six pence which y<sup>e</sup> said Joseph on y<sup>e</sup> fifth Day of September Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest or the said Biddad in his proper person appears and y<sup>e</sup> said Joseph being three times publicly called to come into Court makes Default of appearance here. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said Joseph seven pound nine shillings and five pence Damages and one pound nine shillings and nine pence Costs and he may have Execution &c. — Exon. Id. 21<sup>st</sup> Sept: 1765

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Gad Kellogg of y<sup>e</sup> same County of Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said Gad one pound eight shillings and three pence which y<sup>e</sup> said Gad on y<sup>e</sup> twenty fourth Day of December Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest or also one other sum of ten pounds twelve shillings and seven pence which y<sup>e</sup> said Gad by his other Note on y<sup>e</sup> twenty fourth Day of February Anno Dom 1764 for Value Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest or the said Biddad in his proper person appears and y<sup>e</sup> said Gad being three times publicly called to come into Court makes Default of appearance here. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Biddad do recover against the said Gad thirteen pound three shillings and three farthings Damages and one pound seven shillings Costs and he may have his Execution thereof &c. — Exon. Id. 21<sup>st</sup> Sept: 1765

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs George Throop of y<sup>e</sup> same County of Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said George six pound thirteen shillings and three pence which y<sup>e</sup> said George on the second Day of August last past by his Note of that Date for Value Received promised y<sup>e</sup> said Biddad to pay him y<sup>e</sup> said Biddad on Demand with y<sup>e</sup> Lawfull Interest for y<sup>e</sup> same till paid or the said Biddad in his proper person appears and y<sup>e</sup> said George being three times publicly called to come into Court makes Default of appearance here. It is therefore considered



133. Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against the said George the  
Fowler sum of seven pounds Eleven shillings and Eleven pence of Lawfull Money Damages and  
Through One pound seven shillings and Eight pence of like Money Costs and he may have his  
Execution thereof - - - - - Exon 21<sup>st</sup> Sep: 1765 -

Bowlee Samuel Bowlee of a place called Number One in y<sup>e</sup> County of Berks shire Yeoman pl<sup>t</sup> vs  
Clark Nathaniel Clark of Gronville in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of the <sup>Cap</sup>  
wherein y<sup>e</sup> said Samuel Demands against y<sup>e</sup> said Nathaniel <sup>Eighty</sup> eight pounds which y<sup>e</sup> said  
Nathaniel on y<sup>e</sup> thirtieth Day of October last past by his Note for Vallue Received promised  
the said Samuel to pay him on or before the fifteenth Day of April then Next with In  
terest from y<sup>e</sup> said time of payment & the said Samuel in his proper person appears and  
the said Nathaniel being three times publickly called to come into Court makes Default  
of apperance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Samuel do  
recover against y<sup>e</sup> said Nathaniel ~~one~~ <sup>Eighty</sup> pound Damages and one pound fourteen shil-  
lings and four pence Costs and he may have Exon &c - - - - - Exon 2<sup>nd</sup> Oct: 1765 -

Bowler Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Heber Miller of Spring  
Miller field aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against  
the said Heber three pounds seventeen shillings and three pence which the said Heber  
on y<sup>e</sup> Ninth Day of January last past by his Note for Vallue Received promised the said Bid-  
dad to pay on Demand with Interest & the said Biddad in his proper person appears &  
the said Heber being three times publickly called to come into Court makes default  
of apperance here here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Biddad do re-  
cover against y<sup>e</sup> said Heber four pounds and two pence three farthings of Lawfull  
Money Damages And one pound six shillings and four pence of like Money Costs of  
Suit and he may have his Exon thereof - - - - - Exon 23<sup>rd</sup> Sep: 1765 -

Bowler Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Thomas Clworth of Spring  
Clworth field aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against  
y<sup>e</sup> said Thomas Nine pounds fourteen shillings which y<sup>e</sup> said Thomas on y<sup>e</sup> thirtieth Day  
of February Anno Dom 1764 by his Note for Vallue Received promised y<sup>e</sup> said Biddad to pay  
him on Demand with Interest & the said Biddad in his proper person appears and y<sup>e</sup>  
said Thomas being three times publickly called to come into Court makes Default of  
apperance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad  
do recover against y<sup>e</sup> said Thomas ten pounds eleven shillings and Eight pence three  
farthings of Lawfull Money Damages And One pound six shillings and four pence of  
like Money Costs and he may have his Exon &c - - - - - Exon 23<sup>rd</sup> Sep: 1765 -

Bowler Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Moses Dewey of y<sup>e</sup> same  
Dewey Westfield Yeoman & a Deputy Sheriffe def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands  
against y<sup>e</sup> said Moses fifteen pound eleven shillings and two pence which y<sup>e</sup> said Moses on the  
fourth Day of August last past by his Note for Vallue Received promised y<sup>e</sup> said Biddad to pay  
him on Demand with Interest & also one other Sum of Nine pounds fourteen shillings and  
four pence which y<sup>e</sup> said Moses on y<sup>e</sup> Day of y<sup>e</sup> Date last Mentioned by his other Note for Vallue  
Received promised y<sup>e</sup> said Biddad to pay him or his Order on Demand with Interest & the said  
Biddad in his proper person appears And y<sup>e</sup> said Moses being three times publickly called  
to come into Court makes default of apperance here It is therefore Considered by y<sup>e</sup> Court  
now here that y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said Moses Twenty six pounds seven shillings  
and one pence two farthings Damages & One pound six shillings and eight pence Costs and  
he may have his Exon thereof - - - - - Exon 23<sup>rd</sup> Sep: 1765 -



Bilalad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader p<sup>l</sup> vs Ephraim Petton of Granville  
y<sup>e</sup> County aforesaid from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bilalad Demands of y<sup>e</sup> said  
Ephraim twenty pounds eight shillings and four pence two farthings which y<sup>e</sup> said  
Ephraim on y<sup>e</sup> Twenty second Day of December Anno Dom 1763 by his Note for Value Received  
promised y<sup>e</sup> said Bilalad to pay him on Demand with Interest also Twenty pounds which  
y<sup>e</sup> said Ephraim on y<sup>e</sup> first Day of April Anno Dom 1764 by one other Note for Value Received  
promised y<sup>e</sup> said Bilalad to pay him in Bonds on or before y<sup>e</sup> first Day of May 1765 with Interest  
the said Bilalad in his proper person appears and y<sup>e</sup> said Ephraim being three times pub-  
licly called to come into Court makes Default of appearance here. It is therefore considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Bilalad do recover against y<sup>e</sup> said Ephraim forty four pound  
eight shillings and five pence of Lawfull Money Damages and One pound eight shillings and  
four pence Costs and he may have his Execution thereof — — — Exon d<sup>o</sup> 23<sup>rd</sup> Sept 1765

Bilalad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader p<sup>l</sup> vs Jonathan Shepard of the said Fowler  
Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Jonathan a Springfield aforesaid on y<sup>e</sup> 1<sup>st</sup> Day  
of August last past by his Note of that Date for Value Received promised to pay to  
y<sup>e</sup> said Bilalad the sum of fourteen pounds eleven shillings and seven pence Lawfull Money on  
Demand with Interest till paid or the said Bilalad in his proper person appears and y<sup>e</sup> said Jonathan  
being three times publicly called to come into Court makes Default of appearance. It is therefore  
considered by y<sup>e</sup> Court that y<sup>e</sup> said Bilalad do recover against y<sup>e</sup> said Jonathan thirteen pounds  
eighteen shillings and ten pence of Lawfull Money Damages and One pound seven shillings  
and six pence of the Money Costs of Suit And he may have his Execution thereof — After all which  
y<sup>e</sup> said Jonathan now at this Term in his proper person comes here and appeals from y<sup>e</sup> Judgment  
of this Court by Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> said Coun-  
ty of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs  
or prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears — —

Bilalad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader p<sup>l</sup> vs Jonathan Shepard of y<sup>e</sup> same Fowler  
Westfield from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Bilalad Demands against the said } Shepard  
Jonathan Ten pounds which y<sup>e</sup> said Jonathan on y<sup>e</sup> Twenty second Day of December Anno Dom  
1763 by his Note for Value Received promised y<sup>e</sup> said Bilalad to pay him in Wheat or at or before  
y<sup>e</sup> first Day of November then Next with Interest & the said Bilalad being three times publicly  
called to appear or in Non suit the said Jonathan comes here and prays he may be allowed his  
Costs &c It is therefore considered by this Court that y<sup>e</sup> said Jonathan do recover against the said  
Bilalad One pound fifteen shillings and ten pence of Lawfull Money Costs &c And he may have  
his Execution thereof — — — Exon d<sup>o</sup> 27<sup>th</sup> March 1766

Daniel Briggs of Greenwich in y<sup>e</sup> County of Hampshire from an p<sup>l</sup> vs Isaac Stevenson of y<sup>e</sup> same Bridges  
Greenwich from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Daniel Demands against y<sup>e</sup> said Isaac } Stevenson  
Nine pounds Six shillings for One pair of Oxen Delivered to y<sup>e</sup> said Isaac on y<sup>e</sup> Twelfth Day of  
July Anno Dom 1765 which said sum y<sup>e</sup> said Isaac promised to pay on Demand also one Bushel  
Wheat of y<sup>e</sup> Value of six shillings & also also so much Money for one other pair of Oxen as the  
one Oxen were worth And he avers that y<sup>e</sup> same were worth Nine pounds & six shillings & also  
one other sum of three shillings and four pence which y<sup>e</sup> said Isaac owed y<sup>e</sup> said Daniel on book  
account according to y<sup>e</sup> Account annexed to y<sup>e</sup> said Daniel's Writ & the said Daniel by Simon Thorne  
gentleman his Attorney appears And y<sup>e</sup> said Isaac being three times publicly called to come into  
Court makes Default of appearance here. It is therefore considered by the Court now here  
that



154 that said Daniel do recover against the said Isaac three pounds nine shillings and four pence  
which said Daniel consents to have for his Damages and four pounds eight shillings and two  
pence costs and he may have his Execution thereof - The pl<sup>t</sup> has Certified that he has received  
full Satisfaction of this Judgment -

Jonathan Warner of Hadley in y<sup>e</sup> County of Hampshire Shopkeeper pl<sup>t</sup> vs John Marble late of  
Huntington so called in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said John  
Marble then Demands against y<sup>e</sup> said John three pounds four shillings and six pence which y<sup>e</sup> said John  
on y<sup>e</sup> tenth Day of August Anno Domini 1764 by his Note for Value Received promised y<sup>e</sup> said Jo-  
nathan to pay him by y<sup>e</sup> first Day of April then Next with Interest & the said Jonathan in  
his proper person appears and y<sup>e</sup> said John being three times publicly called to come into Court  
makes Default of Appearance here - It is therefore Considered by y<sup>e</sup> Court now here that the said  
Jonathan do recover against y<sup>e</sup> said John three pounds six shillings and two pence of Lawfull  
Money Damages and two pounds two shillings and ten pence of like Money Costs of Court  
and he may have his Execution thereof -

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Thomas Dewey of the same  
Westfield Yeoman def<sup>t</sup> In a plea of Trespass for that y<sup>e</sup> said Thomas at Westfield aforesaid on  
on y<sup>e</sup> twenty second Day of July last past with force and Arms broke and entered the field  
of him y<sup>e</sup> said Biddad being in Westfield aforesaid called Fowlers Bagg field, and then and there  
with twelve Neat cattle cut up trod Down and Spoiled and Ruined the Indian Corn Rye  
Oats and flax of him y<sup>e</sup> said Biddad then and there growing & the said Biddad being three times  
publicly called to appear does not appear he is therefore Non suit And y<sup>e</sup> said Thomas comes  
and prays he may be allowed his Costs in defending y<sup>e</sup> Suit & It is therefore Considered  
by y<sup>e</sup> Court that y<sup>e</sup> said Thomas do recover against y<sup>e</sup> said Biddad three pounds two shil-  
lings and four pence for his Costs & And he may have Execution & - Cron 29<sup>th</sup> Oct: 1765 -

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs Elisha Hook of y<sup>e</sup> said West-  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said Eli-  
sha Ten pounds which y<sup>e</sup> said Elisha on y<sup>e</sup> first Day of August Current promised the said  
Biddad to pay him on Demand to balance book Accounts & the said Biddad in his pro-  
per person appears And y<sup>e</sup> said Elisha being three times publicly called to come into Court  
makes default of Appearance here - It is therefore Considered by y<sup>e</sup> Court now here that  
y<sup>e</sup> said Biddad do recover against y<sup>e</sup> said Elisha ten pounds Lawfull Money Damages  
and One pound seven shillings and eight pence of like Money Costs of Court And he  
may have his Execution thereof - Cron 23<sup>rd</sup> Sept: 1765 -

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Trader pl<sup>t</sup> vs James Willson Jun<sup>r</sup> of Blan-  
ford in y<sup>e</sup> County aforesaid Blacksmith In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands  
against y<sup>e</sup> said James two pounds sixteen shillings which y<sup>e</sup> said James on the twenty fifth  
Day of May last past by his Note for Value Received promised y<sup>e</sup> said Biddad to pay him on  
Demand with Interest & the said Biddad being three times publicly called to appear does  
not & he is therefore Non suit And y<sup>e</sup> said James by Jon<sup>as</sup> Bliss - gentleman comes here  
and prays his Costs may be allowed & It is therefore Considered that y<sup>e</sup> said James do recover  
against y<sup>e</sup> said Biddad Costs And he may have his Execution & Costs paid to said Atty-  
ney

Isaac Bly of Springfield aforesaid Yeoman pl<sup>t</sup> vs Aaron Van Horn of y<sup>e</sup> said Springfield Yeoman  
def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Isaac Demands against y<sup>e</sup> said Aaron six pounds which  
the said Aaron on y<sup>e</sup> fourth Day of December last past by his Note for Value Received promised  
the said Isaac to pay him or his Order within six Months with Interest & the said Isaac by Jos<sup>ph</sup> Bly  
Esq<sup>r</sup> Gentleman his Attorney appears And y<sup>e</sup> said Aaron being three times publicly called



come into Court makes default of appearance here. It is therefore considered by the Court }  
nowhere that y<sup>e</sup> said do recover against y<sup>e</sup> said Aaron six pounds five shillings and four }  
pence of Lawfull Money Damages and One pound ten shillings and Seven pence of the }  
Money Costs of Suit and may have his Execution thereof. - - - Exon. Id. 18<sup>th</sup> Sep: 1765

John Eliy Yeoman and Justin Eliy Gentleman both of Springfield aforesaid p<sup>th</sup> or Micha Miller of }  
Springfield in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> p<sup>th</sup> De- }  
mand against y<sup>e</sup> said Micha five pounds nine shillings and ten pence which y<sup>e</sup> said Micha }  
on y<sup>e</sup> Eleventh Day of May last past by his Note for Value Received promised y<sup>e</sup> p<sup>th</sup> to pay them }  
a month with Interest on the p<sup>th</sup> by y<sup>e</sup> said Justin in his proper person appear And the }  
said Micha being three times publicly called to come into Court makes default of appearance }  
here. It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> p<sup>th</sup> do recover against y<sup>e</sup> said Micha five }  
pounds twelve shillings of Lawfull Money Damages and One pound twelve shillings and }  
Seven pence Costs and they may have their Execution thereof. - - - Exon. Id. 18<sup>th</sup> Sep: 1765

John Eliy Yeoman and Justin Eliy Gentleman both of Springfield aforesaid p<sup>th</sup> or David Bonner of }  
Springfield Yeoman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said p<sup>th</sup> Demand against y<sup>e</sup> }  
said David nine pounds twelve shillings which y<sup>e</sup> said David on y<sup>e</sup> first Day of March Anno }  
Dom 1765 by his Note for Value Received promised y<sup>e</sup> p<sup>th</sup> to pay them or their Order on De- }  
mand with Interest on the p<sup>th</sup> by y<sup>e</sup> said Justin appear And y<sup>e</sup> said David being three times publicly }  
called to come into Court makes default of appearance here. It is therefore considered by }  
Court nowhere that y<sup>e</sup> said p<sup>th</sup> do recover against y<sup>e</sup> said David twelve pounds six shil- }  
lings and three pence of Lawfull Money Damages and One pound ten shillings and Seven }  
pence of the Money Costs and they may have their Execution thereof. - - - Exon. Id. 18<sup>th</sup> Sep: 1765

John Eliy Yeoman and Justin Eliy Gentleman both of Springfield aforesaid p<sup>th</sup> or Heber Miller of }  
Springfield Yeoman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said p<sup>th</sup> Demand against the }  
said Heber eleven pounds fourteen shillings and Seven pence which y<sup>e</sup> said Heber on the }  
twenty sixth Day of April last past by his Note for Value Received promised y<sup>e</sup> said p<sup>th</sup> to pay }  
him on Demand with Interest on the p<sup>th</sup> by y<sup>e</sup> said Justin appear And y<sup>e</sup> said Heber being three }  
times publicly called to come into Court makes default of appearance here. It is therefore }  
considered by y<sup>e</sup> Court nowhere that y<sup>e</sup> p<sup>th</sup> do recover against y<sup>e</sup> said Heber eleven pounds }  
fifteen shillings and Nine pence of Lawfull Money Damages. And One pound seven shil- }  
lings and five pence Costs and they may have Execution. - - - Exon. Id. 18<sup>th</sup> Sep: 1765

Levi Eliy of Springfield aforesaid Yeoman p<sup>th</sup> or Elijah Rosen of y<sup>e</sup> said Springfield Yeoman def<sup>t</sup>. }  
In a plea of Case wherein y<sup>e</sup> said Levi Demands against y<sup>e</sup> said Elijah two pounds four }  
teen shillings which y<sup>e</sup> said Elijah on y<sup>e</sup> sixteenth Day of January Anno Dom 1765 for Val- }  
ue Received by his Note promised y<sup>e</sup> said Levi to pay him or his Order on Demand with Interest }  
on the p<sup>th</sup> by y<sup>e</sup> said Justin appear And y<sup>e</sup> said Levi being three times publicly called to come }  
into Court makes default of appearance here. It is therefore considered by y<sup>e</sup> Court }  
nowhere that y<sup>e</sup> said Levi do recover against y<sup>e</sup> said Elijah thirty three pounds }  
and



106 One shilling and five pence two farthings of Lawfull Money Damages And One pound seven  
shillings and three pence of like Lawfull Money both of Court And he may have  
his Execution thereof Exon d. 18th Sep: 1765

Mar. Brown of Springfield aforesaid spinster pl<sup>t</sup> vs Patrick Green of Ashham in the County  
of Worcester Coman d<sup>t</sup>. In plea ofy Case wherein y<sup>d</sup> said Mary Demands against the said  
Patrick ten pounds Eleven shillings and seven pence which y<sup>d</sup> said Patrick on y<sup>e</sup> eighteenth  
Day of April Anno Dom 1764 by his Note for Value Received promised y<sup>d</sup> said Mary to pay her  
at or before the first Day of June then Next with Interest - the said Mary by Justin Ely Gen<sup>l</sup>  
leman her Attorney appears and the said Patrick being three times publicly called to come  
into Court makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here  
that y<sup>d</sup> said Mary do recover against y<sup>d</sup> said Patrick ten pounds two shillings and Eleven pence  
two farthings of Lawfull Money Damages And One pound seven shillings and six pence  
of like Money both of Court And he may have Exon d. - Exon d. 18th Sep: 1765

Abbley vs Morgan John Abbley of Springfield aforesaid Coman pl<sup>t</sup> vs John Morgan Jun<sup>r</sup> of y<sup>d</sup> said Springfield Gen<sup>l</sup>  
leman d<sup>t</sup>. In plea ofy Case wherein y<sup>d</sup> said Moses Demands against y<sup>d</sup> said John thirty  
four pounds two shillings and eight pence three farthings which y<sup>d</sup> said John on the eight  
teenth Day of April Anno Dom 1764 by his Note for Value Received promised the said Moses  
to pay him or his Order on Demand with Interest - the said Moses by Justin Ely Gentleman  
his Attorney appears and y<sup>d</sup> said John being three times publicly called to come into Court  
makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that  
the said Moses do recover against y<sup>d</sup> said John twenty two pounds fifteen shillings and  
seven pence of Lawfull Money Damages and One pound Eleven shillings and ten pence  
of like Money both of Court And he may have his Exon d. -

Williston or Leonard Nathaniel Williston of Springfield aforesaid Coman pl<sup>t</sup> vs George Leonard of y<sup>d</sup> said Spring  
field Coman d<sup>t</sup>. In plea ofy Case wherein y<sup>d</sup> said Nathaniel Demands for that the said  
Nathaniel and George on y<sup>e</sup> twenty second Day of March last past accounted together of an  
Concerning divers sums of Money before that time due to y<sup>d</sup> said Nathaniel from y<sup>d</sup> said George  
and then in Arrear and Unpaid, and upon such Account stated y<sup>d</sup> said George was then found  
to be in Arrear to y<sup>d</sup> said Nathaniel in y<sup>e</sup> sum of six pounds seven shillings and eleven pence  
and being so found in Arrear the said George in Consideration thereof then and there Under oath  
and to y<sup>d</sup> said Nathaniel promised that he would pay him y<sup>e</sup> same sum together with y<sup>e</sup> Interest  
thereof whenever afterwards he should be thereto Required - And y<sup>d</sup> said Nathaniel by Justin  
Ely Gentleman his Attorney appears and y<sup>d</sup> said George by Moses Bliss Gentleman his  
Attorney comes here And y<sup>d</sup> said Attorneys pray that y<sup>e</sup> Case may be continued - And the  
said Attorneys agree that they shall be no more Cost than y<sup>e</sup> Cost of this Term unless for  
y<sup>e</sup> Travel and Attendance of Witnesses and y<sup>e</sup> Cost of Continuance - And y<sup>d</sup> said prayer is  
granted and y<sup>d</sup> said Agreement Received - And y<sup>e</sup> Case is therefore continued to the  
second Tuesday of November Next y<sup>e</sup> Next Term of this Court -

Bliss or Taylor Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield aforesaid pl<sup>t</sup> vs Ebenezer  
Taylor Coman and Ebenezer Taylor Jun<sup>r</sup> Coman both of Springfield aforesaid and Ebenezer  
Taylor of South Hadley in y<sup>d</sup> said County of Hampshire Coman d<sup>t</sup>. In plea ofy Case where  
in y<sup>e</sup> pl<sup>t</sup> Demand against y<sup>d</sup> said Deft<sup>s</sup> ten pounds four shillings and six pence which the  
deft<sup>s</sup> on y<sup>e</sup> thirtieth Day of July Anno Dom 1764 by their Note for Value Received promised  
the pl<sup>t</sup> to pay them in Hand and Acading within one year with Interest for y<sup>e</sup> same  
d.



The p<sup>th</sup>. by Jonathan Bliss Gentleman their Attorney appear and y<sup>e</sup> defts being three times publicly called to come into Court make Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said p<sup>th</sup> do recover against y<sup>e</sup> defts ten pounds, Eighteen shillings and three pence two farthings of Lawfull Money Damages and One pound four-  
teen shillings and six pence of like Money Costs of Court and they may have their Execution thereof against y<sup>e</sup> defts. — Exon<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield aforesaid p<sup>th</sup> or Isaac Ward of same Springfield Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Luke and Lewis Demand against y<sup>e</sup> said Isaac five pounds ten shillings and six pence which y<sup>e</sup> said Isaac on the thirteenth Day of April Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Luke and Lewis to pay them on y<sup>e</sup> first Day of August then next with Interest on the said Luke and Lewis by Jonathan Bliss Gentleman their Attorney appear and y<sup>e</sup> said Isaac being three times publicly called to come into Court make Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Luke and Lewis do recover against y<sup>e</sup> said Isaac five pounds nineteen shillings and seven pence of Lawfull Money Damages and One pound ten shillings and two pence Costs and they may have their Execution thereof. — Exon<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield aforesaid p<sup>th</sup> or Benjamin Cotton Jun<sup>r</sup> of y<sup>e</sup> said Springfield Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Luke and Lewis Demand against y<sup>e</sup> said Benjamin thirteen pounds one shilling and eight pence which y<sup>e</sup> said Benjamin on y<sup>e</sup> sixteenth Day of August Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said Luke and Lewis to pay them on Demand with Interest on the said Luke and Lewis by Jonathan Bliss Gentleman their Attorney appear and y<sup>e</sup> said Benjamin being three times publicly called to come into Court make Default of appearance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Luke and Lewis do recover against y<sup>e</sup> said Benjamin fourteen pounds thirteen shillings and eight pence of Lawfull Money Damages and One pound ten shillings and two pence of like Money Costs of Suit and they may have their Execution. — Exon<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield Administrators on y<sup>e</sup> Estate of Luke Bliss of said Springfield Gentleman deceased Intestate p<sup>th</sup> or Joel Cooley of y<sup>e</sup> said Springfield Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Administrators demand against the said Joel three pounds one shilling which y<sup>e</sup> said Joel on y<sup>e</sup> first Day of September Anno Dom<sup>i</sup> 1765 promised y<sup>e</sup> said Intestate then living to pay him on Demand for Articles of Account to be taken book Account to the said Administrators by Jonathan Bliss Gentleman their Attorney appear and y<sup>e</sup> said Joel being three times publicly called to come into Court make Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Administrators do recover against y<sup>e</sup> said Joel three pounds One shilling and Nine pence of Lawfull Money Damages and one pound ten shillings and six pence Costs and they may have Execution. — Exon<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Jonathan Hubbard of Glapthorpe in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman p<sup>th</sup> or Joseph Williams of Amherst in y<sup>e</sup> County of Hampshire Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Jonathan Demands against y<sup>e</sup> said Joseph thirty eight shillings which y<sup>e</sup> said Joseph on y<sup>e</sup> Twenty second Day of October Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Jonathan to pay him or his Order on Demand with Interest and also thirty eight shillings which y<sup>e</sup> said Joseph on y<sup>e</sup> said Twenty second Day of October aforesaid by his other Note for Value Received promised y<sup>e</sup> said Jonathan to pay him or his Order on Demand with Interest and also eighteen shillings and four pence which y<sup>e</sup> said Joseph on y<sup>e</sup> Day last above mentioned by his other Note for Value Received promised y<sup>e</sup> said Jonathan to pay him or his Order on Demand also eight shillings which y<sup>e</sup> said Joseph on y<sup>e</sup> twenty ninth Day of July last past promised y<sup>e</sup> said Jonathan. — Jonathan



186 Jonathan to pay him on Demand for two Days service and Horse hire the said Jonathan Hubbard  
Husband } by Jonathan Bliss Gentleman his Attorney appears and y<sup>e</sup> said Joseph being three times pub-  
William } licly called to come into Court makes default of appearance here. It is therefore Considered  
by y<sup>e</sup> Court now here that y<sup>e</sup> said Jonathan Hubbard do Recover against the said Joseph  
five pounds six shillings and two pence of Lawfull Money Damages and two pounds three  
shillings and eight pence of Lawfull Money Costs of this Suit And he may have his  
Execution thereof against y<sup>e</sup> said Joseph - Exon d<sup>o</sup> 23<sup>rd</sup> Sep: 1765

Baldwin } Nois Baldwin of Palmer in y<sup>e</sup> County of Hampshire plt: vs Benjamin Cotton of Spring-  
Cotton } field aforesaid y<sup>e</sup>oman def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Moses Demands against the  
said Benjamin six pounds which y<sup>e</sup> said Benjamin on y<sup>e</sup> 17<sup>th</sup> Day of July Anno  
Dom 1762 by his Note for Value Received promised y<sup>e</sup> said Moses to pay him by y<sup>e</sup> first Day  
of September then Next with Interest & the said Moses by Jonathan Bliss Gentleman his  
Attorney appears And y<sup>e</sup> said Benjamin being three times publicly called to come into  
Court makes Default of appearance here. It is therefore Considered by y<sup>e</sup> Court now  
here that y<sup>e</sup> said Moses do Recover against y<sup>e</sup> said Benjamin seven pounds two shillings  
and six pence of Lawfull Money Damages and one pound fourteen shillings and eight  
pence of Lawfull Money Costs & he may have his Execution - Exon d<sup>o</sup> 12<sup>th</sup> Aug: 1766

Burt } Samuel Burt of Springfield aforesaid y<sup>e</sup>oman plt: vs William Shaw of Palmer in y<sup>e</sup> said County  
Shaw } of Hampshire y<sup>e</sup>oman def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Samuel Demands three pounds  
and eight shillings which y<sup>e</sup> said William on y<sup>e</sup> 25<sup>th</sup> Day of May last by his Note  
for Value Received promised y<sup>e</sup> said Samuel to pay him on Demand with Interest & the said  
Samuel by Jonathan Bliss Gentleman his Attorney appears And y<sup>e</sup> said William being three  
times publicly called to come into Court makes default of appearance here. It is there-  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Samuel do Recover against the said Wil-  
liam three pounds nineteen shillings & three pence Damages & one pound twelve shillings and  
eight pence Costs & he may have his Execution - Exon d<sup>o</sup> 30<sup>th</sup> Sep: 1765

Bliss } Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield aforesaid plt: vs Elijah Al-  
Alwood } wood of South Hadley in y<sup>e</sup> said County Trader def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Luke &  
Lewis Demand against y<sup>e</sup> said Elijah One pound three shillings and four pence which the  
said Elijah on y<sup>e</sup> 3<sup>rd</sup> Day of November Anno Dom 1762 by his Note for Value Received promised  
y<sup>e</sup> said Luke and Lewis to pay them on Demand with Interest & also sixteen pounds thirteen  
shillings and ten pence which y<sup>e</sup> said Elijah on y<sup>e</sup> 27<sup>th</sup> Day of July Anno Dom  
1764 by his other Note for Value Received promised y<sup>e</sup> said Luke and Lewis to pay them on  
Demand with Interest & the said Luke and Lewis by Jonathan Bliss Gentleman their attor-  
ney appear and y<sup>e</sup> said Elijah being three times publicly called to come into Court makes  
default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Luke &  
Lewis do Recover against y<sup>e</sup> said Elijah Nineteen pounds one shilling and nine pence Damages  
& one pound twelve shillings Costs & they may have Execution - Exon d<sup>o</sup> 23<sup>rd</sup> Sep: 1765

Hill } John Hill of Palmer in y<sup>e</sup> County of Hampshire y<sup>e</sup>oman plt: vs Jeremiah Snow of Springfield  
Snow } aforesaid y<sup>e</sup>oman def: In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against y<sup>e</sup> said  
Jeremiah Eleven pounds which y<sup>e</sup> said Jeremiah on y<sup>e</sup> 7<sup>th</sup> Day of June last by his Note  
for Value Received promised y<sup>e</sup> said John to pay him on Demand with Interest & the  
said John by Jonathan Bliss Gentleman his Attorney appears and y<sup>e</sup> said Jeremiah  
being



being three times publickly called to come into Court makes Default of Apperance here  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do Recover against y<sup>e</sup> said  
Zachariah eleven pounds three shillings and one penny Damages and one pound four shillings  
And he may have his Execution thereof - - - - - Exon. 25<sup>th</sup> Sept. 1763

Lume Blip Gentleman and Lewis Blip Gentleman both of Springfield aforesaid vs. Ben-  
jamin Warner of y<sup>e</sup> said Springfield Comander in Chief of the Court wherein they Demand  
against y<sup>e</sup> said Warner a Mortgage and Tract of Land in Springfield aforesaid with  
the Appurtenances containing five Acres and an half and bounded Easterly on y<sup>e</sup> Highway  
Northerly on Joseph Stebbins Land Southerly on Thomas Stebbins Land and Westerly on their  
Cornered Meadows and say that y<sup>e</sup> said Warner being seized of y<sup>e</sup> Tenements aforesaid with  
the Appurtenances in his Demesne as of fee on y<sup>e</sup> thirtieth Day of July Anno Dom 1763 by  
his Deed duly acknowledged & Registered and in Court to be produced for y<sup>e</sup> Consideration  
therein conveyed granted & conveyed y<sup>e</sup> same to y<sup>e</sup> said Lume and Lewis to hold to them and  
their Heirs where by they became seized thereof in their Demesne as of fee and being seized  
thereof y<sup>e</sup> said Warner illegally and without Judgment entered in to dispossess y<sup>e</sup> said Lume  
and Lewis thereof and still unjustly holds them out of y<sup>e</sup> same to their Damage One hun-  
dred pounds - the said Lume and Lewis by Jonathan Blip Gentleman their Attorney Apper-  
and y<sup>e</sup> said Warner being three times publickly called to come into Court makes Default  
of Apperance here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Lume &  
Lewis do Recover against y<sup>e</sup> said Warner possession of y<sup>e</sup> Land Demanded with the  
Appurtenances and One pound Nine shillings and ten pence or Lawfull Money Costs  
of this Suit And they may have their Exon thereof - - - - - Exon. 25<sup>th</sup> Sep. 1763 for pos. & Costs

George Pymion Gentleman Lume Blip Gentleman & Lewis Blip Gentleman all of Springfield a-  
foresaid vs. Zachariah Warner of y<sup>e</sup> said Springfield Comander in Chief of the Court wherein they Demand  
against y<sup>e</sup> said Warner a Mortgage and Tract of Land in y<sup>e</sup> said Springfield  
with y<sup>e</sup> Appurtenances containing One Acre and an half being y<sup>e</sup> Dwelling house and Home-  
lot on which y<sup>e</sup> said Zachariah dwells also one other Tract of Land in Springfield aforesaid  
with the Appurtenances containing thirty Acres bounded Southerly on Benajah Steu-  
jens Land Easterly on Land of Robert Harris Westerly on y<sup>e</sup> Pasture and Northerly on  
y<sup>e</sup> Highway and y<sup>e</sup> Court say that Zachariah Warner y<sup>e</sup> Elder of Springfield aforesaid Geo-  
man on y<sup>e</sup> fifteenth Day of August Anno Dom 1763 being seized of y<sup>e</sup> Tenements aforesaid  
with y<sup>e</sup> Appurtenances in his Demesne as of fee by his Deed duly acknowledged Registered  
and here produced for y<sup>e</sup> Consideration therein mentioned granted and conveyed y<sup>e</sup>  
same to y<sup>e</sup> said George Lume and Lewis to hold to them and their Heirs where by they be-  
came seized thereof in their Demesne as of fee and being seized thereof the said Zachari-  
ah Warner illegally and without Judgment entered therein to dispossess y<sup>e</sup> said George  
Lume and Lewis thereof and still unjustly holds them out of y<sup>e</sup> same to their Damage  
fifty pounds - the said George Lume and Lewis by Jonathan Blip Gentleman their  
Attorney Apper. And y<sup>e</sup> said Zachariah being three times publickly called to come into  
Court makes Default of Apperance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup>  
said do Recover against y<sup>e</sup> said Zachariah possession of y<sup>e</sup> Mortgage Land and Tenements  
with y<sup>e</sup> Appurtenances Demanded and one pound ten shillings Costs And they may  
have their Execution thereof - - - - - Exon. 25<sup>th</sup> Sep. 1763 for pos. & Costs

William Scott of Palmer in y<sup>e</sup> County of Hampshire Gentleman vs. Ephraim Blip of y<sup>e</sup> said  
ham in y<sup>e</sup> County aforesaid Comander in Chief of the Court wherein y<sup>e</sup> said William  
Demand



107 Demands against y<sup>e</sup> said Stephen two pounds one shilling and two pence which the said  
Stephen on y<sup>e</sup> twenty eighth Day of April Anno Dom 1763 by his Note for Value  
Received promised y<sup>e</sup> said William to pay him or his Order on Demand with Interest &  
also one other sum of two pounds three shillings and nine pence which the said  
Stephen on y<sup>e</sup> second Day of May 1763 by his other Note for Value Received promised  
the said William to pay him or his Order on Demand with Interest & the said Willi-  
am by Jonathan Bliss Gentleman his Attorney appears and y<sup>e</sup> said Stephen being  
three times publicly called to come in to Court makes default of appearance here  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William do Recover ag<sup>t</sup>  
y<sup>e</sup> said Stephen four pounds seven shillings and eleven pence one farthing of Law-  
full Money Damages and one pound sixteen shillings and four pence of like  
Money Costs And they may have his Exon<sup>r</sup> — — — Exon<sup>r</sup> d<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Scott William Scott of Palmer in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Experience Nelson  
of Ware in y<sup>e</sup> County aforesaid Spinster def<sup>t</sup> In a plea of Debt wherein the said Willi-  
am Demands against y<sup>e</sup> said Experience two pounds ten shillings and seven pence  
by Reason of a Judgment had and obtained against y<sup>e</sup> said Experience before Josiah  
Dwight Esq<sup>r</sup> on y<sup>e</sup> fourth Day of March Anno Dom 1763 & the said William by Jona-  
than Bliss appears and y<sup>e</sup> said Experience being three times publicly called to come  
into Court makes Default of appearance here It is therefore considered by y<sup>e</sup> Court  
now here that y<sup>e</sup> said William do Recover against y<sup>e</sup> said Experience two pounds ten  
shillings and seven pence of Lawfull Money Debt and two pounds one shilling and  
six pence of like Money Costs & he may have Exon<sup>r</sup> — — — Exon<sup>r</sup> d<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Scott William Scott of Palmer in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Josiah Ferrell of  
Ware in y<sup>e</sup> County of Worcester Yeoman def<sup>t</sup> In a plea of Case wherein y<sup>e</sup> said Willi-  
am Demands against y<sup>e</sup> said Josiah twelve pounds six shillings and five pence which  
y<sup>e</sup> said Josiah on y<sup>e</sup> nineteenth Day of December Anno Dom 1763 by his Note for Value  
Received promised y<sup>e</sup> said William to pay him or his Order on Demand with Interest & the  
said William by Jonathan Bliss Gentleman his Attorney appears and the said  
Josiah being three times publicly called to come into Court makes Default of appearance  
here It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said William do Recover  
against y<sup>e</sup> said Josiah six pounds thirteen shillings and five pence of Lawfull Money  
Damages and one pound eighteen shillings and eight pence of like Money Costs of  
Court and he may have his Exon<sup>r</sup> thereof — — — Exon<sup>r</sup> d<sup>d</sup> 23<sup>d</sup> Sep<sup>r</sup> 1765

Marsh Joseph Marsh of Ware in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Silas Adams of y<sup>e</sup> said  
Ware Yeoman def<sup>t</sup> In a plea of Case wherein y<sup>e</sup> said Joseph Demands against the said  
Silas two pounds thirteen shillings and four pence which y<sup>e</sup> said Silas on the twenty  
sixth Day of October Anno Dom 1763 by his Note for Value Received promised the said  
Joseph to pay him on or before y<sup>e</sup> twenty sixth Day of October then Next with Interest  
& the said Joseph by Jonathan Bliss Gentleman his Attorney appears and the said  
Silas being three times publicly called to come into Court makes Default of appearance  
here It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Joseph do Recover  
against y<sup>e</sup> said Silas two pounds nineteen shillings & three pence one farthing Damages &  
two pounds two shillings Costs & he may have Exon<sup>r</sup> — — — Exon<sup>r</sup> d<sup>d</sup> 26<sup>d</sup> April 1766

Devey Sideriah Devey of Benington in y<sup>e</sup> County of Albany in y<sup>e</sup> Province of New York Clerk and  
Partner Devey of Medina prains in Dutchess County in y<sup>e</sup> Province aforesaid Yeoman Exon<sup>r</sup>



of the said Court for that whereas by Consideration of the said Court of the said County of Hampshire  
of common pleas begun and held at Wymondsbury aforesaid on the first Tuesday of January last past  
the said Sederick and Martin in their said capacity recovered Judgment against John Dear Yeoman  
man and Sederick Gentleman both of the said County of Hampshire for the sum of  
one hundred and one pounds sixteen shillings and eight pence Lawfull Money Debt  
and two pounds twelve shillings and nine pence of the Money both of suit and on the  
Twentyfourth Day of September then next the said Executor sued out a writ of Execution  
and when returned into the said Inferiour Court on the second Tuesday of November last past and  
on the first Day of October Anno Domini 1644 the said Executor delivered of same Execution to one  
Moses Devey of Wymondsbury Gentleman and a Deputy Sheriffe under the said Oliver to be executed  
in and also whereas by Consideration of the said Court the said Executor in their said capacity  
recovered Judgment against the Noble of the said County of Hampshire for the sum of  
six pounds fifteen shillings and eight pence Lawfull Money Damages and two pounds  
ten shillings and nine pence of the Money both of suit and on the said Twentyfourth Day  
of September the said Executor sued out their writ of Execution and delivered of same by the said Moses  
Devey duly executed and returned on the said second Tuesday of November last and the said Executor  
say that the said writ was not returned nor they satisfied the said sum the said Executor say  
Mark Hopkins Esq. their Attorney appear and the said Oliver being three times publicly cal-  
led to come into Court makes default of appearance here. It is therefore considered by  
the said Court now here that the said Execution do recover against the said Oliver one hundred &  
thirteen pounds sixteen shillings and nine pence of Lawfull Money Damages and two pounds sixteen  
shillings and nine pence both of suit and they may have Execution thereon. — Done the 24th of Oct. 1645 —

Zerah Noble of Somers in the County of Hampshire Plaintiff vs Jonathan Colson of Wymondsbury Defendant  
recalled in the said County from an default in plea of the said Case wherein the said Zerah Demands Judgment  
against the said Jonathan thirteen pounds sixteen shillings and ten pence which the said Jonathan  
thou on the twenty fifth Day of July Anno Domini 1644 by his Note for Value Received pro-  
mised the said Zerah to pay him on Demand without interest to the said Zerah by Moses  
Bliss Gentleman his Attorney appears and the said Jonathan being three times pub-  
licly called to come into Court makes default of appearance here. It is therefore con-  
sidered by the said Court that the said Zerah do recover against the said Jonathan nine pounds  
sixteen shillings and one penny two farthings Damages and two pounds and four pence  
Costs and he may have Execution thereon. — Done the 9th of Oct. 1645 —

Nathaniel Hitchcock of Wymondsbury in the County of Hampshire Plaintiff vs Daniel Lamb of Wymondsbury Defendant  
recalled in the said County from an default in plea of the said Case for that the said Daniel Lamb  
said Wymondsbury on the Ninth Day of January last past by his Note of that Date for  
Value Received promised the said Nathaniel to pay him twenty three pounds Lawfull  
Money by the first Day of April last past with the meaning Lawfull Interest for the  
same till paid but the said Daniel tho often Requested hath not paid the said Nathaniel  
yet nor any penny thereof but he hath and still neglects and refuses to  
pay him the same to the Damage of the said Nathaniel Twenty six pounds. The said  
Nathaniel by Moses Bliss Gentleman appears and to this Court certifies that the  
said Daniel was and is out of this Province and has no knowledge of the service of  
the said Nathaniel's Writ. It is therefore considered by the said Court that the said Case be  
continued to the next Term on the second Tuesday of November next. —



108 *June* *Benjamin* *and* *Lewis* *Rich* *Gentlemen* *both* *of* *Springfield* *aforesaid* *pl't vs* *Daniel*  
*Bliss* *Gentleman* *of* *Said* *Springfield* *Yeoman* *def't* *In* *a* *plea* *of* *Case* *wherein* *Said* *pl'ts* *Demand*  
*against* *Said* *Daniel* *ix* *pounds* *seven* *shillings* *and* *nine* *pence* *which* *Said* *Daniel*  
*on* *the* *second* *Day* *of* *August* *Anno* *Dom* *1762* *by* *his* *Note* *for* *Value* *Received* *promis'd*  
*to* *pay* *them* *on* *Demand* *with* *Interest* *also* *one* *other* *sum* *of* *four* *pounds* *nine*  
*ten* *shillings* *and* *six* *pence* *which* *Said* *Daniel* *on* *the* *first* *Day* *of* *July* *last* *past* *and*  
*them* *to* *William* *Boon* *deacon* *in* *the* *pl't* *by* *Moses* *Bliss* *Gentleman* *their* *attorney*  
*appear* *and* *Said* *Daniel* *being* *three* *times* *publicly* *called* *to* *come* *into* *Court*  
*makes* *default* *of* *appearance* *here* *It* *is* *therefore* *considered* *by* *the* *Court* *now* *here*  
*that* *Said* *pl'ts* *do* *recover* *against* *Said* *Daniel* *twelve* *pounds* *ten* *shillings* *and*  
*ten* *pence* *of* *Lawful* *Money* *Damages* *and* *one* *pound* *nine* *shillings* *and* *six* *pence*  
*Costs* *of* *Court* *and* *they* *may* *have* *Execution* *thereon* *23<sup>d</sup> Sept 1765*

*Wm* *Harner* *of* *Springfield* *aforesaid* *Yeoman* *pl't vs* *Joseph* *Shes* *of* *Wilbraham* *in* *the*  
*County* *aforesaid* *Yeoman* *def't* *In* *a* *plea* *of* *Case* *wherein* *Said* *John* *Demand*  
*against* *Said* *Joseph* *six* *pounds* *ten* *shillings* *for* *six* *hundred* *of* *Chenue* *Rails*  
*which* *Said* *Joseph* *on* *the* *fifth* *Day* *of* *May* *Anno* *Dom* *1763* *promis'd* *to* *deliver* *to* *him*  
*in* *the* *pl't* *by* *Moses* *Bliss* *Gentleman* *his* *attorney* *appear* *and* *Said* *Joseph*  
*being* *three* *times* *publicly* *called* *to* *come* *into* *Court* *makes* *default* *of* *appearance*  
*here* *It* *is* *therefore* *considered* *by* *the* *Court* *that* *Said* *John* *do* *recover* *against* *Said*  
*Said* *Joseph* *six* *pounds* *Damages* *and* *one* *pound* *ten* *shillings* *and* *two* *pence* *Costs*  
*and* *he* *may* *have* *his* *Execution* *thereof* *23<sup>d</sup> Sept 1765*

*Thorton* *Waffon* *of* *Shenectady* *in* *the* *County* *of* *Albany* *in* *the* *Province* *of* *New* *York* *Gen*  
*man* *pl't vs* *William* *Genderson* *of* *Putnam* *in* *the* *County* *of* *Worcester* *Labourer*  
*def't* *In* *a* *plea* *of* *Trespas* *and* *Case* *wherein* *Said* *Thorton* *Demand* *against* *the*  
*Said* *William* *nine* *pounds* *ten* *shillings* *of* *Current* *Money* *of* *New* *York* *which* *Said*  
*Thorton* *says* *is* *equal* *to* *seven* *pounds* *two* *shillings* *and* *six* *pence* *Lawful* *Money*  
*of* *this* *Province* *which* *Said* *William* *on* *the* *twenty* *eighth* *Day* *of* *July* *Anno* *Dom*  
*1762* *by* *his* *Note* *for* *Value* *Received* *promis'd* *and* *James* *Longley* *to* *pay* *or* *his* *Order*  
*on* *Demand* *which* *Said* *Note* *Said* *James* *afterwards* *Indorsed* *over* *to* *Said* *Thorton*  
*Said* *James* *being* *in* *no* *way* *satisfied* *in* *the* *pl't* *by* *Moses* *Bliss* *Gentleman* *his*  
*attorney* *appear* *and* *Said* *William* *being* *three* *times* *publicly* *called* *to* *come*  
*into* *Court* *makes* *default* *of* *appearance* *here* *It* *is* *therefore* *considered* *that* *the*  
*Said* *Thorton* *do* *recover* *against* *Said* *William* *seven* *pounds* *two* *shillings* *and* *six*  
*pence* *Damages* *and* *Costs* *of* *Court* *and* *he* *may* *have* *Execution* *thereon* *23<sup>d</sup> Sept 1765*

*Moses* *Church* *of* *Springfield* *aforesaid* *Yeoman* *pl't vs* *Samuel* *Dumbleton* *of* *Said*  
*Springfield* *Yeoman* *def't* *In* *a* *plea* *of* *Case* *wherein* *Said* *Moses* *Demand* *against*  
*Said* *Samuel* *two* *pounds* *six* *shillings* *and* *eight* *pence* *which* *Said* *Samuel* *on*  
*the* *twenty* *third* *Day* *of* *January* *Anno* *Dom* *1763* *by* *his* *Note* *for* *Value* *Received*  
*promis'd* *Said* *Moses* *to* *pay* *him* *by* *the* *first* *Day* *of* *May* *then* *Next* *with* *Interest*  
*in* *the* *pl't* *by* *Moses* *Bliss* *Gentleman* *his* *attorney* *appear* *and* *the* *Said* *Samuel*  
*being* *three* *times* *publicly* *called* *to* *come* *into* *Court* *makes* *default* *of* *appearance*  
*here* *It* *is* *therefore* *considered* *by* *the* *Court* *now* *here* *that* *Said* *Moses* *do*  
*recover* *against* *Said* *Samuel* *two* *pounds* *thirteen* *shillings* *and* *eleven* *pence*  
*of* *Lawful* *Money* *Damages* *and* *one* *pound* *nine* *shillings* *and* *ten* *pence* *of* *like* *Mo*  
*ney* *Costs* *and* *he* *may* *have* *his* *Execution* *thereon* *23<sup>d</sup> Sept 1765*



Joseph Pease of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Elijah Alvord of South Hadley in y<sup>e</sup> County aforesaid Yeoman de<sup>f</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph demands against y<sup>e</sup> said Elijah thirty eight shillings which y<sup>e</sup> said Elijah on y<sup>e</sup> twenty sixth Day of August last past by his Note for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with Interest & also thirty eight shillings which y<sup>e</sup> said Elijah by his other Note of y<sup>e</sup> Date aforesaid for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with Interest & also other thirty eight shillings which y<sup>e</sup> said Elijah by his other Note of y<sup>e</sup> Date aforesaid for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with Interest & also thirty two shillings and two pence which the said Elijah by one other Note of y<sup>e</sup> Date aforesaid for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with Interest & also thirteen pounds which y<sup>e</sup> said Elijah on y<sup>e</sup> second Day of January Anno Domini 1761 by one other Note for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand with Interest & the said Joseph by Moses Bliss Gentleman his Attorney appears and y<sup>e</sup> said Elijah being three times publicly called to come into Court makes default of appearance here: It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Joseph do recover y<sup>e</sup> said Elijah eight pounds ten shillings and nine pence Damages & one pound thirteen shillings & six pence costs and he may have execution thereon. — Done 21<sup>st</sup> Dec<sup>r</sup> 1761

Robert Brown of Springfield aforesaid Gentleman pl<sup>t</sup> vs Daniel Lamb of W<sup>h</sup> Brahm<sup>h</sup> in y<sup>e</sup> County of Hampshire Yeoman de<sup>f</sup>. In plea of y<sup>e</sup> Case for that said Daniel at said Springfield on y<sup>e</sup> third Day of May last past by his Note of that Date for Value Received promised y<sup>e</sup> said Robert to pay him three pounds twelve shillings and eleven pence true for things lawfull money on Demand with Interest & which y<sup>e</sup> said Daniel hath never paid & the said Robert by Moses Bliss Gentleman his Attorney appears & y<sup>e</sup> said Moses informs this Court that y<sup>e</sup> said Daniel at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> p<sup>r</sup>o<sup>c</sup>ess was and now is out of this province and hath not had knowledge of y<sup>e</sup> service of said p<sup>r</sup>o<sup>c</sup>ess & it is therefore Considered that y<sup>e</sup> Case be continued to y<sup>e</sup> next Term of this Court on y<sup>e</sup> second Tuesday of November next.

George Symon of Springfield aforesaid Gentleman pl<sup>t</sup> vs Ebenezer Frost of Brimfield in y<sup>e</sup> County of Hampshire Yeoman de<sup>f</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George demands against y<sup>e</sup> said Ebenezer six pounds and two pence which y<sup>e</sup> said Ebenezer on y<sup>e</sup> tenth Day of July Anno Domini 1761 by his Note for Value Received promised y<sup>e</sup> said George to pay him on Demand with Interest & the said George by Moses Bliss Gentleman his Attorney appears and y<sup>e</sup> said Ebenezer being three times publicly called to come into Court makes default of appearance here: — It is therefore <sup>Considered</sup> by y<sup>e</sup> Court that y<sup>e</sup> said George do recover against y<sup>e</sup> said Ebenezer six pounds eight shillings and five pence Damages & one pound eleven shillings and eight pence costs and he may have his execution thereon. — Done 23<sup>rd</sup> Sep<sup>r</sup> 1761

Sedechiah Bliss of Springfield aforesaid Gentleman pl<sup>t</sup> vs Benjamin Piene of South Hadley in y<sup>e</sup> County of Hampshire Yeoman de<sup>f</sup>. In plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Sedechiah demands against y<sup>e</sup> said Benjamin three pounds eight shillings which y<sup>e</sup> said Benjamin on y<sup>e</sup> twelfth Day of February Anno Domini 1761 by his Note for Value Received promised y<sup>e</sup> said Sedechiah to pay him on Demand with Interest & the said Sedechiah by Moses Bliss Gentleman his Attorney appears and y<sup>e</sup> said Benjamin being three times publicly called to come into Court makes default of appearance here: — It is therefore Considered by this Court now here that the



30 said. Iddiah do Recover against y<sup>e</sup> said Benjamin three pound ten shillings and three pence  
of Lawfull Money Damages and One pound ten shillings and six pence of like Money  
Costs of Suit And he may have his Exon thereof - - - - - Exon d<sup>d</sup> 4<sup>th</sup> Oct<sup>r</sup> 1765 -

Barbours Timothy Barbours of Springfield aforesaid Yeoman pl<sup>t</sup> vs Ebenezer White of Westfield in y<sup>e</sup>  
County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Timothy Demands against  
y<sup>e</sup> said Ebenezer three pound nineteen shillings which y<sup>e</sup> said Ebenezer on y<sup>e</sup> fifth Day  
of July last past by his Note for Value Received promised y<sup>e</sup> said Timothy to pay him on  
Demand with Interest &c the said Timothy by Moses Bliss Gentleman his Attorney ap  
pears And y<sup>e</sup> said Ebenezer being three times publickly called to come into Court makes  
default of Apperance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said  
Timothy do Recover against y<sup>e</sup> said Ebenezer three pound nineteen shillings and nine  
pence of Lawfull Money Damages and One pound twelve shillings and four pence of  
like Money Costs of Suit & he may have his Exon &c - - - - - Exon d<sup>d</sup> 31<sup>st</sup> Oct<sup>r</sup> 1765 -

Richard Elizabeth Richards of New York in y<sup>e</sup> County of New York in y<sup>e</sup> Province of New York <sup>Widow</sup> pl<sup>t</sup> vs John  
Hubbard of Amherst in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein  
y<sup>e</sup> said Elizabeth Demands against y<sup>e</sup> said John One hundred and twenty six pound three  
shillings & four pence which y<sup>e</sup> said John on y<sup>e</sup> third Day of November last past by his Note  
for Value Received promised her y<sup>e</sup> said Elizabeth to pay her on Demand with Interest &c the  
said Elizabeth by Moses Bliss Gentleman her Attorney appears And y<sup>e</sup> said John being  
three times publickly called to come into Court makes default of Apperance here - It is  
therefore Considered by this Court that y<sup>e</sup> said Elizabeth do Recover against y<sup>e</sup> said John the  
sum of twenty three pound eighteen shillings and one penny Damages & three pound nine  
shillings & eight pence Costs & he may have Exon &c - - - - - Exon d<sup>d</sup> 23 Dec<sup>r</sup> 1765 -

Bliss Iddiah Bliss of Springfield aforesaid Gentleman pl<sup>t</sup> vs Ebenezer Taylor of y<sup>e</sup> said Springfield  
Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Iddiah Demands against y<sup>e</sup> said Ebenezer  
two pound seventeen shillings which y<sup>e</sup> said Ebenezer on y<sup>e</sup> twenty second Day of August  
Anno Dom<sup>i</sup> 1761 by his Note for Value Received promised y<sup>e</sup> said Iddiah to pay him by the  
first Day of January then Next with Interest &c the said Iddiah by Moses Bliss Gentleman  
his Attorney appears and y<sup>e</sup> said Ebenezer being three times publickly called to come  
into Court makes default of Apperance here - It is therefore Considered by the Court  
that y<sup>e</sup> said Iddiah do Recover against y<sup>e</sup> said Ebenezer three pound ten shillings and eleven  
pence Damages and one pound nine shillings and six pence Costs of Court and he  
may have his Execution thereof - - - - - Exon d<sup>d</sup> 4<sup>th</sup> Oct<sup>r</sup> 1765 -

Bliss Iddiah Bliss of Springfield aforesaid Gentleman pl<sup>t</sup> vs Solomon Cotton of y<sup>e</sup> same Spring  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Iddiah Demands against the said So  
lomon two pound seventeen shillings and seven pence which y<sup>e</sup> said Solomon on the twenty  
third Day of September Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised the said  
Iddiah to pay him within three Months with Interest &c the said Iddiah by Moses Bliss  
Gentleman his Attorney appears and y<sup>e</sup> said Solomon being three times publickly called  
to come into Court makes default of Apperance here - It is therefore Considered by the  
Court now here that y<sup>e</sup> said Iddiah do Recover against y<sup>e</sup> said Solomon two pound  
seventeen shillings and eight pence of Lawfull Money of this Province of y<sup>e</sup> Massachu  
setts Bay Damages & one pound nine shillings & two pence of like Money Costs of Suit  
And he may have his Exon thereof - - - - - Exon d<sup>d</sup> 4<sup>th</sup> Oct<sup>r</sup> 1765 -



Daniel Ball of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman pl<sup>t</sup> vs Joseph Root of Springfield aforesaid Joeman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Daniel } Ball  
} Root  
Demands against y<sup>e</sup> said Joseph Twelve pound Nine shillings and two pence two farthings which y<sup>e</sup> said Joseph on y<sup>e</sup> 27<sup>th</sup> Day of November Anno Dom<sup>i</sup> 1766 by his Note for Value Received promised y<sup>e</sup> said Daniel in Chebuck Hills by y<sup>e</sup> 10<sup>th</sup> Day of May then next at twen-  
ty shillings in y<sup>e</sup> hundred with Interest for said Sum after said time of payment & the  
said Daniel by Moses Bliss Gentleman his Attorney appears and y<sup>e</sup> said Joseph being three  
times publicly called to come into Court make his default & appearance here - It is therefore  
considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Daniel do Recover against y<sup>e</sup> said Joseph  
Nine pounds Eleven shillings and five pence of Lawfull Money Damages and one pound Eight  
ten shillings four pence Costs and he may have Execution thereof - Done 23<sup>d</sup> Sep<sup>r</sup> 1766

Daniel Woods of Monson in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Phineas Mirish of y<sup>e</sup> } Woods  
} Mirish  
same Monson Husbandman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Phineas has on eleven days  
times between y<sup>e</sup> first Day of December and y<sup>e</sup> first Day of January last with force and Arms broke  
and entered y<sup>e</sup> said Daniel's Close in Monson aforesaid containing a bout thirty Acres bound-  
ed Northwesterly partly on John Kings Land and partly on William Smiths Land Westerly on Land  
in possession of said Phineas Mirish southerly on Land in possession of David Shaw Easterly  
on David Woods & John Woods Land broke open y<sup>e</sup> said Daniel Woods Barn standing on his  
said Close thrashed out and Carried away twenty Bushels of his y<sup>e</sup> same Daniel's Wheat of y<sup>e</sup>  
Value of six pounds thrashed out and Carried away thirty Bushels of Rye of y<sup>e</sup> Value of  
seven pounds and twenty Bushels of his Indian Corn of y<sup>e</sup> Value of four pounds  
and took and Carried away twenty four of his English Hay of y<sup>e</sup> Value of twenty pounds  
all which Goods and Chattels of y<sup>e</sup> same Daniel y<sup>e</sup> said Phineas Mirish found in y<sup>e</sup> said Daniel  
Woods Barn aforesaid within y<sup>e</sup> time aforesaid and other injuries y<sup>e</sup> said Phineas Mirish  
then did the said Daniel Woods within y<sup>e</sup> time aforesaid & to y<sup>e</sup> Damage of y<sup>e</sup> said Daniel  
fifty pounds - the said Daniel by Moses Bliss Gentleman his Attorney appears and the  
said Phineas by John Worthington Esq<sup>r</sup> his Attorney comes here and Defends y<sup>e</sup> force and  
Injury &c and Reserving Liberty to alter his plea or make any new plea on y<sup>e</sup> Trial of the  
Appeal, says that y<sup>e</sup> said Deed on is not his Act and Deed which he is ready to verify and  
thereof prays Judgment and Judgment for his Cost - and y<sup>e</sup> said Daniel by his said Attorney  
consenting says that y<sup>e</sup> plea aforesaid of y<sup>e</sup> said Phineas above pleaded and y<sup>e</sup> Matters there-  
in contained is an Insufficient Answer to his Declaration and that he hath no need neither  
is he holden by Law to answer thereto to all which he is ready to verify wherefore he prays  
Judgment for his Damages and Costs - And y<sup>e</sup> said Phineas by his said Attorney says his  
plea is sufficient - Thereupon all and singular y<sup>e</sup> premises being viewed and by y<sup>e</sup> Court  
now here fully understood it appears to this Court that y<sup>e</sup> plea of y<sup>e</sup> said Phineas as above  
pleaded and y<sup>e</sup> Matters therein contained are Insufficient &c It is therefore Considered  
by this Court that y<sup>e</sup> said Daniel do Recover against y<sup>e</sup> said Phineas fifty pounds of Lawfull  
Money Damages and Cost of Court taxed at &c & he may have his Execution thereof  
the said Phineas by his said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup>  
Superiour Court of Judicature to be holden at Springfield aforesaid on y<sup>e</sup> fourth Tuesday  
of September Next and he Recognizes with Sureties as Law directs for y<sup>e</sup> said Phineas  
prosecuting his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears &c -

Elipha Pitkin of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman Pitkin  
pl<sup>t</sup> vs Luke Day of Springfield aforesaid Joeman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said } Pitkin  
} Day  
Luke aforesaid Springfield on y<sup>e</sup> first Day of May last paid by his Note of that Date for Val-  
ue Received promised said Elipha ten nay forty seven pounds eight shillings and three pence



113 of Lawfull Money on Demand with Interest till paid & which he has never done for Damage  
Pittin vs Day } said Eliza fifty five pounds & the said Eliza by Moses Blis Gentleman his Attorney  
appears and said she being three times publicly called to come into Court makes  
default of appearance here It is therefore considered by the Court that y<sup>e</sup> said Eliza do  
recover against y<sup>e</sup> said Luke forty eight pounds seven shillings and six pence Lawfull  
Money Damages and one pound sixteen shillings of like Money Costs of Court &  
he may have his Execution thereof after all which the said Luke by Jonathan  
Blis Gentleman his Attorney appears and Appeals from y<sup>e</sup> Judgment of this Court  
to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield aforesaid for y<sup>e</sup> said County  
of Hampshire on y<sup>e</sup> fourth Tuesday of September next and he Recognizes with Sureties  
as y<sup>e</sup> Law Directs for y<sup>e</sup> said Luke prosecuting his Appeal with Effect as by the said  
Recognizance on file appears

Kingsbury vs Ely } Joseph Kingsbury of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Joel Ely of Spring-  
field aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demands against  
y<sup>e</sup> said Joel five pound six shillings which y<sup>e</sup> said Joel on y<sup>e</sup> twelfth Day of May Anno  
Dom 1765 by his Note for Value Received promised y<sup>e</sup> said Joseph to pay him on Demand  
with Interest & the said Joseph by Moses Blis Gentleman his Attorney appears and  
the said Joel being three times publicly called to come into Court makes default of  
appearance here It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Joseph do  
recover against y<sup>e</sup> said Joel five pound eight shillings Damages and one pound eleven shil-  
lings & eight pence Costs and he may have Execution thereon - - - - - Exec<sup>d</sup> 31<sup>st</sup> Oct<sup>r</sup> 1765

Breckin vs Ely } Robert Breckin of Springfield aforesaid Gentleman pl<sup>t</sup> vs Joel Ely of y<sup>e</sup> same Spring-  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Robert Demands against the  
said Joel two pounds seven shillings and two farthings which y<sup>e</sup> said Joel on y<sup>e</sup> fifth Day  
of July last past owed y<sup>e</sup> said Robert and promised to pay him on Demand to Ballance  
Book Account & the said Robert by Moses Blis Gentleman his Attorney appears  
and y<sup>e</sup> said Joel being three times publicly called to come into Court makes default  
of appearance here It is therefore considered by this Court that y<sup>e</sup> said Robert do  
recover against y<sup>e</sup> said Joel two pounds seven shillings and two farthings of Law-  
full Money Damages and one pound eight shillings and eight pence of like  
Money Costs and he may have his Execution thereon - - - - - Exec<sup>d</sup> 23<sup>rd</sup> Sept<sup>r</sup> 1765

Pittin vs Snow } Eliza Pittin of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Gentleman  
pl<sup>t</sup> vs Jeremiah Snow of Springfield aforesaid Yeoman def<sup>t</sup> In a plea of Trespass on y<sup>e</sup>  
Case wherein y<sup>e</sup> said Eliza Demands against y<sup>e</sup> said Jeremiah twenty seven shillings  
and six pence which y<sup>e</sup> said Jeremiah on y<sup>e</sup> twenty seventh Day of October Anno Dom  
1762 for Value Received promised one Joel Ely to pay him or his Order on Demand with  
Interest & which said Note y<sup>e</sup> said Joel Indorsed over to y<sup>e</sup> said Eliza also one other  
sum of three pound nine shillings and one penny which y<sup>e</sup> said Jeremiah on y<sup>e</sup> 1<sup>st</sup> 1<sup>st</sup>  
Day of May last past by his other Note for Value Received promised y<sup>e</sup> said Joel to pay  
him or his Order on Demand with Interest & which said Note y<sup>e</sup> said Joel Indorsed over  
to y<sup>e</sup> said Eliza & the said Eliza by Moses Blis Gentleman his Attorney appears &  
the said Jeremiah being three times publicly called to come into Court makes default  
of appearance here It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Eliza do recover against  
y<sup>e</sup> said Jeremiah four pound fifteen shillings & eleven pence of Lawfull Money  
Damages and one pound seventeen shillings & four pence of like Money Costs and he may  
have his Execution thereof - - - - - Exec<sup>d</sup> 20<sup>th</sup> Sept<sup>r</sup> 1765



Daniel Warner of Wilbraham in y<sup>e</sup> County of Hamp<sup>sh</sup>ire Yeoman pl<sup>t</sup> vs John Steel Warner  
of Springfield aforesaid Cordwainer def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein the said Daniel  
Demands against y<sup>e</sup> said John three pounds ten shillings, which y<sup>e</sup> said John on y<sup>e</sup> twenty  
second Day of June Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said  
Daniel to pay him on Demand with Interest & the said Daniel by Moses Bliss Gent<sup>l</sup>  
his Attorney appears and y<sup>e</sup> said John being three times publicly called to come into  
Court makes Default of appearance here. It is therefore considered by y<sup>e</sup> Court now  
here that y<sup>e</sup> said Daniel do recover against y<sup>e</sup> said John three pounds nineteen shillings  
and two pence of Lawfull Money Damages & One pound eleven shillings and four pence  
of like Money Costs of Suit and he may have his Exon<sup>r</sup>.

George Pynhon of Springfield aforesaid Gentleman pl<sup>t</sup> vs Medad Anderson of y<sup>e</sup> same Pynhon  
Springfield Labourer def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands against Anderson  
y<sup>e</sup> said Medad thirty eight shillings, which y<sup>e</sup> said Medad on y<sup>e</sup> twenty seventh Day of  
September Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said George to pay  
him on Demand with Interest & also four pounds four shillings & four pence which  
y<sup>e</sup> said Medad on y<sup>e</sup> Day aforesaid by his other Note for Value Received promised y<sup>e</sup> said  
George to pay him on Demand with Interest & the said George by Moses Bliss Gent<sup>l</sup>  
his Attorney appears and y<sup>e</sup> said Medad being three times publicly called to come  
into Court makes default of appearance. It is therefore considered by the Court  
that y<sup>e</sup> said George do recover against y<sup>e</sup> said Medad six pounds five shillings  
and two farthings of Lawfull Money Damages & One pound eight shillings & four  
pence of like Money Costs & And he may have his Exon<sup>r</sup>. — Exon<sup>r</sup> 31<sup>st</sup> 6<sup>th</sup> 1765

George Pynhon of Springfield aforesaid Gentleman pl<sup>t</sup> vs Abner Parsons of y<sup>e</sup> same Pynhon  
Springfield Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said George Demands against the said Pynhon  
Abner eleven pounds fifteen shillings and five pence which y<sup>e</sup> said Abner on y<sup>e</sup> six  
teenth Day of January Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised the  
said George to pay him on Demand with Interest & the said George by Moses Bliss  
Gentleman his Attorney appears and y<sup>e</sup> said Abner being three times publicly  
called to come into Court makes Default of appearance here. It is therefore consider  
ed by y<sup>e</sup> Court now here that y<sup>e</sup> said George do recover against y<sup>e</sup> said Abner fourteen  
pounds six shillings and five pence Damages and one pound eight shillings and  
four pence Costs & And he may have his Exon<sup>r</sup>. — Exon<sup>r</sup> 31<sup>st</sup> 6<sup>th</sup> 1765

Joseph Bedortha y<sup>e</sup> second of Springfield aforesaid Yeoman pl<sup>t</sup> vs George Pynhon of the Bedortha  
same Springfield Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph Demands Pynhon  
against y<sup>e</sup> said George four pounds fifteen shillings, which y<sup>e</sup> said George on y<sup>e</sup> last Day  
of June last past owed y<sup>e</sup> said Joseph by Book Account and promised to pay him &  
also forty two shillings for that sum of Money expended for y<sup>e</sup> said George in defray  
ing y<sup>e</sup> expenses of a Drive of cattle to Albany & the said Joseph being three times  
publicly called to appear is Non suit and y<sup>e</sup> said George being in like Manner called  
does not come here he is therefore defaulted — And y<sup>e</sup> Action is Dismissed.

Josiah Dwight of Springfield aforesaid Esq<sup>r</sup> pl<sup>t</sup> vs Elijah Rosen of y<sup>e</sup> same Springfield Dwight  
Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Josiah Demands against y<sup>e</sup> said Elijah six  
teen pounds eleven shillings and five pence one farthing of Lawfull Money  
which y<sup>e</sup> said Elijah on y<sup>e</sup> fourth Day of August Anno Dom<sup>i</sup> 1762 by his Note for Value  
Received promised y<sup>e</sup> said Josiah to pay him on Demand with Lawfull Interest for the  
same till paid y<sup>e</sup> said Josiah Dwight by Moses Bliss Gentleman his Attorney ap  
pears and y<sup>e</sup> said Elijah being three times publicly called to come into Court makes  
Default of appearance here. It is therefore considered by the Court that y<sup>e</sup> said Josiah do recover against y<sup>e</sup> said Elijah sixteen pounds eleven shillings and five pence one farthing of Lawfull Money Damages and one pound eight shillings and four pence of like Money Costs & And he may have his Exon<sup>r</sup>. — Exon<sup>r</sup> 31<sup>st</sup> 6<sup>th</sup> 1765



111 Default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that the  
said Josiah do recover against y<sup>e</sup> said Elijah Nineteen pounds Twelve shillings and  
Nine pence of lawfull money Damages & one pound ten shillings and one penny of  
like money costs & and he may have his Execution - From the Court v. 15  
Henry Sylvanus Henry of Westfield in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t vs Billed Fowler of  
y<sup>e</sup> same Westfield Yeoman def<sup>t</sup> in a plea that y<sup>e</sup> said Billed Warrant by y<sup>e</sup> said Sylvanus  
a certain tract or parcel of land lying and being Westfield aforesaid at a place called Whip-  
ponung Contains Forty two Acres bounded at y<sup>e</sup> Easterly Corner thereof at y<sup>e</sup> Mouth of  
Brook that runneth into Westfield from thence Running <sup>up</sup> y<sup>e</sup> said River one hundred and  
~~Twenty~~ Rods and is in Width at each end thereof forty Rods and Runneth Round  
at y<sup>e</sup> foot of y<sup>e</sup> Mountain so far as to make forty two Acres whereof y<sup>e</sup> said Sylvanus is  
Tenant which said third part of y<sup>e</sup> aforesaid tract or parcel of land Jane Jaggart of  
Blanford in y<sup>e</sup> County of Hampshire Widow do Demand of y<sup>e</sup> said Sylvanus for her  
Reasonable Dower which said tract or parcel of land was in y<sup>e</sup> life and possession of  
of her late Husband Samuel Jaggart and whereof y<sup>e</sup> said Samuel was seized in & during  
their Coverture and whereof y<sup>e</sup> said Jane as the faith ~~she~~ hath nothing & and y<sup>e</sup> said Syl-  
vanus faith that he hath y<sup>e</sup> Deed of y<sup>e</sup> said Billed of y<sup>e</sup> said Demanded Lands with War-  
rants & and now produceth and bringeth y<sup>e</sup> same here & - The said Sylvanus by  
Moses Bliss Gentleman his Attorney appears and y<sup>e</sup> said Billed being three times pub-  
licly called to come into Court makes default of appearance here - It is therefore  
considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Billed for time and place Warrants  
by y<sup>e</sup> said Sylvanus & y<sup>e</sup> said Demanded Lands ~~with~~ y<sup>e</sup> Appurtenances -

Elisba King of Hatfield in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t vs John Harwood of  
y<sup>e</sup> same in y<sup>e</sup> County aforesaid yeoman def<sup>t</sup> in a plea wherein y<sup>e</sup> said Elisba Demands  
against y<sup>e</sup> said John Certain tract of Land with y<sup>e</sup> Appurtenances lying in Greenwich aforesaid  
said that is to say y<sup>e</sup> Easterly part of y<sup>e</sup> Homelot Number Nine and that part which said  
King once bought of Edmund Taylor described and bounded by y<sup>e</sup> following lines viz.  
beginning at y<sup>e</sup> North easterly corner of y<sup>e</sup> said Homelot and Running thence Southerly  
one hundred and eight Rods to Reed Ten Thousand Acre grant so called and thence  
Running Westerly Eighty Rods thence Running a little West of North to a Red Oak tree  
marked and thence Running Northerly on y<sup>e</sup> line of Lot Number ten to a certain Station  
from which a line running Easterly Seventy Rods will reach y<sup>e</sup> aforesaid  
North East Corner and said Demanded Lands are bounded East on a highway South-  
erly upon that tract of Land called Reed Ten Thousand Acre Grant West on Land of  
Edmund Taylor and whereon y<sup>e</sup> said Elisba says that he within thirty years last past  
in a time of peace in y<sup>e</sup> time of y<sup>e</sup> Reign of y<sup>e</sup> late King George the second & was  
seized of y<sup>e</sup> said Demanded tract of Land with y<sup>e</sup> Appurtenances in his Demesne as  
office and Right taking y<sup>e</sup> profits thereof to y<sup>e</sup> value of forty shillings by y<sup>e</sup> year  
and whereof y<sup>e</sup> said John hath since Unjustly and without Judgment deprived the  
said Elisba and Unjustly holds him out to his Damage two hundred pounds &  
the said Elisba by Limeon Strong Gentleman his Attorney appears and John  
Harwood y<sup>e</sup> Elder by John Worthington Esq<sup>r</sup> his Attorney comes here and prays  
the leave of this Court to defend y<sup>e</sup> suit of y<sup>e</sup> said Elisba & and it is granted him &  
and y<sup>e</sup> said John by his said Attorney now here Vouches to Warrant y<sup>e</sup> above Demanded  
Lands to him y<sup>e</sup> said John Harwood Jun<sup>r</sup> Jeremiah Power of Greenwich in y<sup>e</sup> County  
aforesaid Gentleman against y<sup>e</sup> Demand of y<sup>e</sup> said Elisba and prays leave to im-  
panel to y<sup>e</sup> next Term of this Court that he may make summons of y<sup>e</sup> said Jer-  
emiah



which whose Warrant he has off premises to Warrant if come to him again  
said Elphaz Demand aforesaid And it is granted him - It is therefore Consi-  
dered that if Case be continued by Next Term of this Court on Tuesday  
of November Next and if said parties have same Day before Court -

Thomas Brown of Belchertown in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Jonathan  
Sprague late of Taftford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut now of  
Winfield in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case where  
in y<sup>e</sup> said Thomas Demands against y<sup>e</sup> said Jonathan two pounds which y<sup>e</sup> said Jo-  
nathan on y<sup>e</sup> seventeenth Day of October Anno Dom<sup>i</sup> 1763 by his Note for Value Re-  
ceived promised y<sup>e</sup> said Thomas to pay him or his Order on Demand the said Thomas  
by Daniel Hitchcock Gentleman his Attorney appears and y<sup>e</sup> said Jonathan being  
three times publickly called to come into Court makes default of appearance here - It is  
therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Thomas do recover against the  
Jonathan two pounds of Lawfull Money Damages & two pounds three shillings &  
four pence of like Money Costs And he may have his Exon<sup>r</sup> - Exon<sup>r</sup> 1<sup>st</sup> 8<sup>th</sup> Sep<sup>r</sup> 1765

Jonathan Hunt Jun<sup>r</sup> of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Hunt  
Ebenezer French of same Northampton Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein  
y<sup>e</sup> said Jonathan Demands against y<sup>e</sup> said Ebenezer six pounds three shillings which  
y<sup>e</sup> said Ebenezer on y<sup>e</sup> twelfth Day of March Anno Dom<sup>i</sup> 1762 by his Note for Value  
Received promised y<sup>e</sup> said Jonathan to pay him by y<sup>e</sup> first Day of May then Next to the  
said Jonathan by Daniel Hitchcock Gentleman his Attorney appears and y<sup>e</sup> said Ebe-  
nezer being three times publickly called to come into Court makes default of appe-  
rance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Jonathan do recover ag-  
y<sup>e</sup> said Ebenezer six pounds three shillings of Lawfull Money Damages & two pounds two  
pence of like Money Costs And he may have his Exon<sup>r</sup> -

Noah Parsons of Northampton in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Joseph Morgan  
of Springfield aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Noah Parsons  
Demands against y<sup>e</sup> said Joseph six pounds thirteen shillings and eight pence which  
the said Joseph on y<sup>e</sup> Eleventh Day of April Anno Dom<sup>i</sup> 1763 by his Note for Value  
Received promised y<sup>e</sup> said Noah to pay him on Demand with Interest to the said Noah by  
Daniel Hitchcock Gentleman his Attorney appears and y<sup>e</sup> said Joseph being three  
times publickly called to come into Court makes default of appearance here - It is there-  
fore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Noah do recover against y<sup>e</sup> said Joseph seven pounds  
twelve shillings and nine pence two farthings of Lawfull Money Damages & one pound seven  
shillings & ten pence of like Money Costs And he may have Exon<sup>r</sup> - Exon<sup>r</sup> 1<sup>st</sup> 22<sup>nd</sup> Oct<sup>r</sup> 1765

Ebenezer Pomeroy Gentleman & Esther Pomeroy Gentlewoman both of Northampton in the  
County of Hampshire Administrators on y<sup>e</sup> Estate of Elphaz late of y<sup>e</sup> said Northampton  
Gentleman deceased) pl<sup>t</sup> vs Ebenezer French of the said Northampton Yeoman. In a  
plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Administrators demand against y<sup>e</sup> said Ebenezer French  
two pounds eleven shillings and one penny which y<sup>e</sup> said Ebenezer French on the  
twenty seventh Day of August Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised  
y<sup>e</sup> said Administrators in their said Capacity to pay them or their Order on Demand  
with Interest to the said Administrators by Daniel Hitchcock Gentleman their At-  
torney appears And y<sup>e</sup> said Ebenezer French being three times publickly called  
to come into Court makes Default of appearance here - It is therefore Con-  
sidered



112 considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Administrator do Recover again<sup>t</sup> the said  
Pomeroy French two pounds one shilling and six pence three farthings of Lawfull  
French money, Damages and two pounds and two <sup>pence</sup> ~~farthings~~ of like Money Costs of Court  
& they may have their Execution thereof ———— Exon. 4<sup>th</sup> 3<sup>rd</sup> Oct<sup>r</sup> 1765

Burt or Scott } Clearer Burt of Northampton in y<sup>e</sup> County of Hampshire from an pl<sup>t</sup> vs Aaron Scott of  
Greenfield in y<sup>e</sup> County aforesaid Geoman clef<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Clearer  
Demands against y<sup>e</sup> said Aaron ten pounds and nine pence three farthings by Reason  
of a Judgment Recovered for that Sum in y<sup>e</sup> Inferiour Court at Springfield on y<sup>e</sup> last  
Tuesday of August in y<sup>e</sup> first year of this Reign which said Judgment is not in any part  
satisfied or the said Clearer by Daniel Hithcock Gentleman his Attorney appears and y<sup>e</sup>  
said Aaron being three times publicly called to come into Court makes default of  
Apperance here — It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Clearer do Recover  
against y<sup>e</sup> said Aaron ten pounds & nine pence three farthings of Lawfull Money Debt &  
& two pounds five shillings and eight pence of like Lawfull Money Costs of Court  
and he may have his Execution thereof ———— Exon 4<sup>th</sup> 26<sup>th</sup> Sept<sup>r</sup> 1765

Clark or Dumbleton } Samuel Clark of Northampton in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Samuel  
Dumbleton of Springfield aforesaid Geoman clef<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Sa-  
muel Clark Demands against y<sup>e</sup> said Samuel Dumbleton two pounds One shilling  
and four pence which y<sup>e</sup> said Samuel Dumbleton on y<sup>e</sup> fiftenth Day of November  
Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Samuel Clark to pay  
him or his Order on Demand with Interest & the said Samuel Clark by Daniel Hithcock  
Gentleman his Attorney appears and y<sup>e</sup> said Samuel Dumbleton being three times pub-  
licly called to come into Court makes default of Apperance here — It is therefore  
considered by y<sup>e</sup> Court that y<sup>e</sup> said Samuel Clark do Recover against y<sup>e</sup> said Samuel Du-  
bleton two pounds three shillings & four pence Damages & one pound fifteen shillings and  
ten pence Costs & And he may have his Exon<sup>r</sup> ———— Exon 4<sup>th</sup> 26<sup>th</sup> Sept<sup>r</sup> 1765

Cook or Thingley } Noah Cook Geoman, Jonathan Hunt Gentleman & Ebenezer Edwards Geoman all of North-  
ampton in y<sup>e</sup> County of Hampshire pl<sup>t</sup> vs Samuel Thingley of Northampton in the County  
aforesaid Geoman clef<sup>t</sup> In a plea of Trespass on y<sup>e</sup> Case whereon y<sup>e</sup> said Noah Jonathan and  
Ebenezer complain that whereas they y<sup>e</sup> said pl<sup>t</sup>s have and hold and on y<sup>e</sup> fiftenth Day  
of January Anno Dom<sup>i</sup> 1764 and a great while before they had and held and ever since y<sup>e</sup>  
said Day they have had & held two Watermills called Grist Mills and Corn Mills in North-  
ampton aforesaid standing on y<sup>e</sup> River in said Northampton called y<sup>e</sup> Mill River each  
of which Mills before and untill y<sup>e</sup> Dam herein after first mentioned was built used to grind  
fifty Bushels of Corn by y<sup>e</sup> Day the fiftenth part whereof belongs to y<sup>e</sup> pl<sup>t</sup>s for y<sup>e</sup> Toll of y<sup>e</sup>  
said Corn the said Samuel Thingley on y<sup>e</sup> said fiftenth Day of January at Northampton afo-  
said built and erected a Dam quite across y<sup>e</sup> Channel of y<sup>e</sup> said Mill River (wherein y<sup>e</sup> Water  
of y<sup>e</sup> said River has been used to Run freely without any such let or Obstruction for a time  
in which to y<sup>e</sup> Contrary whereof there is no memory of Man) below y<sup>e</sup> place where the  
said Mills stand whereby y<sup>e</sup> Water of y<sup>e</sup> said River was so dammed and stoped in its Course &  
Raised at y<sup>e</sup> said Mills below y<sup>e</sup> Dam of y<sup>e</sup> said Mills so much higher than it was wont to be before  
y<sup>e</sup> said Dam erected by y<sup>e</sup> said Samuel as aforesaid was built as that y<sup>e</sup> said Mills were thereby  
greatly hindered and Retarded in their Running and Grinding, And y<sup>e</sup> said pl<sup>t</sup>s in fact say that  
that y<sup>e</sup> said Samuel has continued y<sup>e</sup> said Dam built by him across y<sup>e</sup> Channel of y<sup>e</sup> said River  
as aforesaid ever since y<sup>e</sup> said fiftenth Day of January aforesaid to this Day and thereby the Water  
of y<sup>e</sup> said River has been for all that time so Dammed and stoped in its course and Raised at y<sup>e</sup> said  
Mills below their Dam so much higher than it was wont to be before y<sup>e</sup> Dam erected by the  
said



said Samuel as aforesaid, was built at that y<sup>d</sup> said Mills have been for all that time by y<sup>d</sup> said Hise Cook &  
y<sup>d</sup> Water caused as aforesaid greatly hindered and Retarded in their Running and Draining - so  
that y<sup>d</sup> said p<sup>ts</sup> a great part to wit one third part of y<sup>e</sup> profits which they used to receive from  
their said Mills, ever since y<sup>d</sup> said fifteenth Day of January aforesaid to this Day have lost to  
their Damage Eighty pounds on the p<sup>th</sup> by Daniel Hitchcock Gentleman their Attorney  
and y<sup>e</sup> Def<sup>t</sup> by Joseph Hawley Esq. his Attorney come before <sup>the Court</sup> now here and Agree to Submit  
this Action to final Arbitrament and Award of Cap<sup>t</sup> Joseph Root of Montague Mess<sup>rs</sup> Daniel  
Morday of South Hadley and Elisha Hubbard of Hatfield or any two of them Arbitrators  
mutually chose by y<sup>d</sup> said parties to be made upon y<sup>e</sup> premises and Returned into this  
Court as soon as may be. And y<sup>e</sup> same Submission is Received & And y<sup>e</sup> Case Continued &  
And whereas there are Disputes between y<sup>d</sup> said Samuel Thingley and y<sup>e</sup> Inhabitants of Thingley  
y<sup>d</sup> Northampton wherein y<sup>d</sup> said Samuel Demands of y<sup>d</sup> said Inhabitants and says  
that they are Obliged to Indemnify and save him harmless against all Actions and Demands  
of Noah Cook Jonathan Hunt and Ebenezer Edwards above Named of Damages occasioned  
to them in their Mills mentioned in y<sup>e</sup> Declaration of Petition aforesaid by his having  
built and Continued y<sup>e</sup> Dam mentioned in y<sup>d</sup> said Dec<sup>n</sup> and y<sup>d</sup> said Samuel and the said  
Inhabitants having agreed to Submit y<sup>d</sup> said Demands to y<sup>e</sup> final Award of Mess<sup>rs</sup> Root Morday  
and Hubbard Named in y<sup>e</sup> foregoing Submission and Agreement, or y<sup>e</sup> Major part  
of them Arbitrators mutually chose by them y<sup>d</sup> said Samuel & y<sup>d</sup> said Inhabitants of North-  
ampton that is to say y<sup>d</sup> said Samuel by Joseph Hawley Esq. his Attorney, and the said In-  
habitants by Joseph Hawley and Timothy Dwight Jun<sup>r</sup> Esq. their Agents now come before  
this Court and acknowledge y<sup>e</sup> Submission and Agreement aforesaid & pray that the  
same Submission and Agreement may be made a Rule of this Court. And y<sup>d</sup> said Sub-  
mission and Agreement is Received by y<sup>e</sup> Court & And y<sup>e</sup> Award of y<sup>e</sup> said Arbitrators or  
Major part of them made on y<sup>e</sup> premises and Returned into this Court will be made  
Abel Chapin of Springfield aforesaid from an p<sup>l</sup> vs Thomas Weeks late of Hardwick in Chapin  
the County of Worcester now of Ware in y<sup>d</sup> said County of Hampshire from an def<sup>t</sup> In  
plea of y<sup>e</sup> Case wherein y<sup>d</sup> said Abel Demands against y<sup>d</sup> said Thomas two pounds three  
shillings and four pence which y<sup>d</sup> said <sup>Thomas</sup> by his Note for Value Received on y<sup>e</sup> Twenty  
seventh Day of September Anno Dom 1758 promised y<sup>d</sup> said Abel to pay him by y<sup>e</sup> first  
Day of October then Next with Interest & the said Abel by Daniel Hitchcock Gentleman  
his Attorney appears and y<sup>d</sup> said Thomas being three times publicly called to come into  
Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court that the  
said Abel do Recover against y<sup>d</sup> said Thomas three pounds fifteen shillings & six pence three  
farthings of Lawfull Money Damages and One pound seven shillings and ten  
pence of like Money Costs & And he may have his Execution - - - - - Given at Dor 1765  
Josiah Scott of Guilford in y<sup>e</sup> Province of New Hampshire Carpenter p<sup>l</sup> vs Stephen Andrews of  
Ware in y<sup>e</sup> County of Hampshire from an def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>d</sup> said Josiah Demands  
against y<sup>d</sup> said Stephen thirteen pounds six shillings and eight pence which y<sup>d</sup> said Stephen on y<sup>e</sup> 2<sup>d</sup>  
only sixth Day of July Anno Dom 1762 by his Note for Value Received promised said Josiah to pay  
him in Near Battle or Sheep on or before y<sup>e</sup> fifteenth Day of November Anno Dom 1764 also other  
thirteen pounds six shillings & eight pence which y<sup>d</sup> said Stephen on y<sup>e</sup> said sixth Day of July by his  
other Note for Value Received promised y<sup>d</sup> said Josiah to pay him in Near Battle or Sheep on or be-  
fore y<sup>e</sup> fifteenth Day of November Anno Dom 1763 with Interest & the said Josiah by Daniel Hitchcock  
Gentleman his Attorney appears and y<sup>d</sup> said Stephen being three times publicly called to come  
into Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court now here  
that y<sup>d</sup> said Josiah do Recover against y<sup>d</sup> said Stephen twenty two pounds one shilling and  
ten pence three farthings Damages and two pounds twelve shillings and two pence Costs of Court  
And he may have his Execution thereof - - - - - Given at Dor April 1766



113 James Lewis of Colrain in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Andrew Luker of the same  
Colrain yeoman def<sup>t</sup> In a plea of Case wherein y<sup>e</sup> said James Demands against the said Andrew  
three pounds five shillings and three pence which y<sup>e</sup> said Andrew on y<sup>e</sup> Eleventh Day of August  
Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said James to pay him on Demand with  
Interest on the said James by Daniel Hitchcock Gentleman his Attorney appears and the said  
Andrew being three times publicly called to come in to Court makes default of appearance  
here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said James do Recover against the said  
Andrew three pounds thirteen shillings and two pence two farthings of Lawfull Money y<sup>e</sup>  
Damages and two pounds eleven shillings and one penny Costs of Court and he may  
have his Execution thereof - Gron 31<sup>st</sup> May 1766

Lewis or Clark Noadiah Lewis of Amherst in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Robert Clark of Rutland  
in y<sup>e</sup> County of Worcester yeoman def<sup>t</sup> In a plea of Case wherein y<sup>e</sup> said Noadiah Demands  
against y<sup>e</sup> said Robert five pounds which y<sup>e</sup> said Robert on y<sup>e</sup> Eighteenth Day of December  
Anno Dom 1763 by his Note for Value Received promised y<sup>e</sup> said Noadiah to pay him by the  
first Day of June, m<sup>o</sup>ning June then Next with Interest from y<sup>e</sup> said Day of June & the said  
Noadiah by Simon Brown Gentleman his Attorney appears and y<sup>e</sup> said Robert being three  
times publicly called to come in to Court makes default of appearance here - It is therefore  
Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Noadiah do Recover against the said Robert  
five pounds two shillings and nine pence Damages and two pounds three shillings and four pence  
Costs of Court and he may have his Execution thereof - Gron 20<sup>th</sup> Sep: 1766

Burke or Waite Zachariah Burne of Weatherfield in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Geo.  
man pl<sup>t</sup> vs Joseph Waite of Brookfield in y<sup>e</sup> County of Worcester Esq<sup>r</sup> def<sup>t</sup> In a plea of the Case  
for that Whereas a said Springfield an y<sup>e</sup> second Day of April Anno Dom 1760 one Daniel  
Newport an Indian servant for year to y<sup>e</sup> said Zachariah had before that time Duly Enlisted  
himself into his Majesty's service as a Ranger Under y<sup>e</sup> Command of y<sup>e</sup> said Joseph to serve  
as a Soldier through y<sup>e</sup> Campaign of that year, & on y<sup>e</sup> said second Day of April a said  
Springfield said Daniel drew his Order in writing under his hand directed to y<sup>e</sup> said Joseph  
and Requesting him to pay to y<sup>e</sup> said Zachariah his Master y<sup>e</sup> whole of his Wages then due  
to him in that service and whatever should be due to him during y<sup>e</sup> Campaign of that year  
and y<sup>e</sup> said Joseph then and there in Consideration that y<sup>e</sup> said Zachariah at his Request permit-  
ted y<sup>e</sup> said Joseph to retain his said servant in y<sup>e</sup> service aforesaid and consented that he should  
proceed therein without any further Delay and without any further Reputations or Se-  
curity for y<sup>e</sup> Wages aforesaid he said Joseph by his Writing under his hand on y<sup>e</sup> back of  
the said Order Accepted y<sup>e</sup> same and promised y<sup>e</sup> said Zachariah to pay him y<sup>e</sup> Wages of  
the said Daniel that were then due and that should afterwards become due through  
y<sup>e</sup> Campaign of that year as aforesaid in Reasonable time And y<sup>e</sup> said Zachariah says  
that y<sup>e</sup> said Daniel's Wages drawn for by y<sup>e</sup> Order aforesaid Amounted to the Sum of fifty  
pounds which y<sup>e</sup> said Joseph well knew and ought to have paid to y<sup>e</sup> said Zachariah &  
to y<sup>e</sup> Damage of y<sup>e</sup> said Zachariah Fifty pounds - The parties in their proper persons come  
before the Court & Agree to submit this Case to y<sup>e</sup> final Determination and Award  
of Benjamin Day Moser Esq<sup>r</sup> and Lewis Esq<sup>r</sup> all of Springfield Gentlemen (or y<sup>e</sup> Major part  
of them) Arbitrators mutually chosen by y<sup>e</sup> said parties, to be made upon y<sup>e</sup> premises and  
to be Returned into this Court as soon as may be And y<sup>e</sup> said Submission and Agreement  
is Received by this Court now here And y<sup>e</sup> same is made a Rule of this Court And y<sup>e</sup>  
Case is Continued to y<sup>e</sup> Next Term &c Rule made &c



John Kellogg of Hatfield in y<sup>e</sup> County of Hampshire from an p<sup>er</sup> vs Nathaniel Phelps of Springfield in y<sup>e</sup> County of Berkshire from an def<sup>t</sup>. In an plea that said Nathaniel renders to said John three hundred and sixty pounds which to him y<sup>e</sup> said Nathaniel owes and Phelps from him unjustly detain and whereon y<sup>e</sup> said John says that at said Springfield on y<sup>e</sup> fifteenth Day of April Anno Dom<sup>ini</sup> 1754 by the said Nathaniel by his Bond under his hand & Seal of that Date in Court produced bound and obliged himself to y<sup>e</sup> said John in y<sup>e</sup> sum of three hundred and sixty pounds to be paid on Demand & to y<sup>e</sup> Damage of y<sup>e</sup> said John three hundred and sixty pounds. The said John in his proper person appears and y<sup>e</sup> said Nathaniel by Billed Fowler his attorney comes here and y<sup>e</sup> said parties agree to submit this action to y<sup>e</sup> final Determination and Award of Major Benjamin Day of Springfield & be- reserthunk of Northampton Gentleman & Nathaniel Brewer of Springfield Gentleman or any two of them, Arbitrators mutually chose by y<sup>e</sup> said parties and they pray that their said Submission may be Received & - And it is accordingly Received - And it is Order- ed that y<sup>e</sup> said Arbitrators make their Award upon y<sup>e</sup> premises and Report y<sup>e</sup> same to this Court as soon as may be & And y<sup>e</sup> Case is continued & - Rule made &

Oliver Partridge of Hatfield in y<sup>e</sup> County of Hampshire <sup>& Sheriff of same County</sup> vs Cleaser Bush of Northampton in y<sup>e</sup> County aforesaid from an def<sup>t</sup>. In an plea of y<sup>e</sup> Case for that y<sup>e</sup> said Cleaser at said Springfield on y<sup>e</sup> last Day of April last past being justly indebted to the said Oliver in y<sup>e</sup> sum of fourteen pounds ten shillings and two pence two farthings for sundry Articles of Account according to y<sup>e</sup> Account Annexed to y<sup>e</sup> said Oliver's With he said Cleaser then and there in Consideration thereof promised y<sup>e</sup> said Oliver to pay him y<sup>e</sup> same on Demand - Also for that y<sup>e</sup> said Cleaser at said Springfield on y<sup>e</sup> Twenty second Day of December 1752 by his Note of that Date for Value Received promised y<sup>e</sup> said Oliver to pay him or Order the sum of three pounds six shillings and one penny on Demand with Interest for y<sup>e</sup> same & to y<sup>e</sup> Damage of y<sup>e</sup> said Oliver nineteen pounds & the said Oliver in his proper person and y<sup>e</sup> said Cleaser by Joseph Hawley Esq<sup>r</sup> his attorney come before y<sup>e</sup> Court now here and agree to submit y<sup>e</sup> Case to y<sup>e</sup> final Determination and Award of Mess<sup>rs</sup> Simeon Strong of Amherst Thencester Hunt of Northampton and Selah Barnard of Deerfield or any two of them Arbitrators mutually chose by y<sup>e</sup> said parties to be made on y<sup>e</sup> premises and Returned into this Court as soon as may be and y<sup>e</sup> Game Agreement is Received & And y<sup>e</sup> Case is continued & - Rule made &

Oliver Partridge of Hatfield in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> and Sheriff of y<sup>e</sup> Game Coun. Partridge of ty and Obediah Dickinson of y<sup>e</sup> said Hatfield Gentleman p<sup>er</sup> vs Cleaser Bush of Northampton in y<sup>e</sup> County aforesaid from an def<sup>t</sup>. In an plea of Covenant Broken for that Where as at y<sup>e</sup> said Hatfield on y<sup>e</sup> first Day of May Anno Dom<sup>ini</sup> 1754 the said Oliver Obediah and Cleaser agreed upon a joint Trade together in partnership for their mutual profit by providing sundry Merchandises for y<sup>e</sup> supply of a Connecticut Regiment of foot Commanded by Col<sup>l</sup> Whiting at N<sup>o</sup> 4 and accordingly then and there purchased a joint Stock of Merchandise amounting in Value to One Thousand Twenty seven pounds thirteen shillings and two pence for that purpose to be sold out by said Bush for y<sup>e</sup> mutual profit of y<sup>e</sup> said Partners to be equally divided among them And y<sup>e</sup> said Cleaser accordingly entered on y<sup>e</sup> business aforesaid and in y<sup>e</sup> Course of y<sup>e</sup> Game Year sold out great part of said Merchandise viz a quantity amounting in Value to y<sup>e</sup> sum of eight hundred and twenty pounds sixteen shillings and eight pence according to an Account of Sales by him rendered to said Partners and afterwards viz on the first Day



114 Day of May Anno Dom 1758 at said Hatfield said Clearer Received for y<sup>e</sup> Use of said Partners the  
Partners said Sum of eight hundred and twenty pounds, fifteen shillings and eight pence on Account  
Burt of y<sup>e</sup> Sale aforesaid in Bills of publick Credit on y<sup>e</sup> Colony of Connecticut payable to y<sup>e</sup>  
Posseor at that Period with Interest at five p<sup>er</sup> Cent y<sup>e</sup> Annum till paid out of which Sum  
the said Clearer paid Seventy pounds two shillings to John Barret of Boston Merchant  
on joint Account of said Partners and to y<sup>e</sup> said Obediah twenty two pounds fifteen shil-  
lings and four pence to be by him paid over to discharge so much of another joint Debt  
of said Partners and said partners allowing said Burt Nine pound twelve shillings for his  
Expense and trouble in collecting said Money which sums being deducted from said Sum  
of eight hundred and twenty pounds fifteen shillings and eight pence there Remained  
in said Burt's Hands six hundred and sixty eight pounds six shillings and four pence  
which sum last mentioned y<sup>e</sup> said Clearer Continued Accountable for to y<sup>e</sup> said partners  
and at said Hatfield on y<sup>e</sup> Twenty second Day of December 1762 the said Clearer by his  
Deed of that <sup>Date</sup> Under his hand and Seal in Court to be produced covenanted and agreed with  
the p<sup>ts</sup> y<sup>e</sup> said Oliver & Obediah to render them a Reasonable Account of their two third parts  
of y<sup>e</sup> said Sum of six hundred and sixty eight pounds six shillings & four pence whenever he  
should be afterwards by them thereto Required - And also whereas a y<sup>e</sup> said Hatfield on y<sup>e</sup>  
Twenty second Day of December 1762 the said Clearer then had in his hand a Remainder  
of y<sup>e</sup> Stock of Merchandise aforesaid by old Amounting in Value to y<sup>e</sup> Sum of Two hun-  
dred and six pounds fifteen shillings and six pence which he still retained to make profit  
thereof for said Partners & thereof to render y<sup>e</sup> p<sup>ts</sup> a Reasonable Account of two third parts  
& by his Deed aforesaid then and there covenanted with y<sup>e</sup> p<sup>ts</sup> to do whenever he should be  
thereto Required - But y<sup>e</sup> said Clearer tho' often Requested hath never performed any or either  
of his covenants or agreements aforesaid or rendered to y<sup>e</sup> p<sup>ts</sup> any Account as aforesaid  
but unjustly Neglected & y<sup>e</sup> said Clearer hath broken his said Covenant and not kept the  
same - to y<sup>e</sup> Damage of y<sup>e</sup> p<sup>ts</sup> six hundred pounds - The said Oliver and Obediah ap-  
pear And y<sup>e</sup> said Clearer by Joseph Hawley Esq<sup>r</sup> his Attorney comes here And y<sup>e</sup> said parties a-  
gree to submit this Action and all other Demands subsisting between them to the final  
Arbitrament and Award of Mess<sup>rs</sup> Lincoln Strong of Amherst Blunser & Hunt of Northam-  
pton and Salah Barnard of Deerfield or y<sup>e</sup> Major part of them (Arbitrators mutually  
elected by y<sup>e</sup> said parties) to be made upon y<sup>e</sup> premises and Returned into this Court as soon as  
may be, And y<sup>e</sup> same Submission is Received and made Rule & And y<sup>e</sup> Case is Con-  
tinued & Rule made &

Witch Phineas Miriam of Monson in y<sup>e</sup> County of Hampshire from an p<sup>ts</sup> vs Daniel Woods of the  
Woods said Monson from an def<sup>t</sup> In a plea of Trespass on y<sup>e</sup> Case for that Whereas y<sup>e</sup> said Phineas now  
is one good and honest Subject and from y<sup>e</sup> time of his Nativity hitherto hath been a Chaste honest  
Man and hath been always Accounted and esteemed and Reputed Among good and honest Men  
as well his Neighbours as others y<sup>e</sup> King's good Subjects to be of good Name Character honest beha-  
viour and Conversation and hath all his life hitherto lived and Continued untoucht and un-  
suspected of y<sup>e</sup> Atroious Crime of Adultery Fornication or Incontinency or any of them or  
any such enormous Crime Nevertheless y<sup>e</sup> said Daniel of his Mene Wicked Malice had against  
y<sup>e</sup> said Phineas Contriving and maliciously Intending not only to Injure and detest him  
in his Reputation and Character aforesaid and to bring him into Infamy and Disgrace but  
also to subject him to Undergo y<sup>e</sup> penalties and punishment by Law of this province pro-  
vided



provided to be inflicted on persons guilty of Crimes of Adultery and Fornication on y<sup>e</sup> { Mirish  
first Day of June last past and at Diverse Days and times between y<sup>e</sup> first Day of June { or  
last and y<sup>e</sup> Twenty Ninth Day of April last past affaid Monson in y<sup>e</sup> presence and hearing { Woods  
of severall of y<sup>e</sup> Kings Leige Subjects Loudly and publicly spoke & repeated pronounced &  
published of y<sup>e</sup> said Phinehas these false scandalous and Approbrious & lying Words follow-  
ing. You (meaning y<sup>e</sup> said Phinehas) fuchied meaning that he had carnal knowledge of my  
meaning y<sup>e</sup> said Daniels) Wife - You (meaning y<sup>e</sup> said Phinehas) have fuchied (meaning  
have had carnal knowledge of) my (meaning y<sup>e</sup> said Daniels Wife - You (meaning y<sup>e</sup> said Phi-  
nehas) have fuchied (meaning have had carnal knowledge of) my (meaning said Daniels Wife three  
hundred times - You (meaning said Phinehas) told me (meaning said Daniel) that you (meaning  
said Phinehas) had fuchied (had had carnal knowledge of) my (meaning said Daniels) Wife  
three hundred times - You (meaning said Phinehas) told me (meaning said Daniel) that you  
meaning said Phinehas) had fuchied (meaning had carnal knowledge of) my (meaning y<sup>e</sup> said  
Daniels) wife & You (meaning y<sup>e</sup> said Phinehas) owned it in Court - You (meaning said  
Phinehas) told me (meaning said Daniel) that you (meaning said Phinehas) had fuchied (mean-  
ing had carnal knowledge of) my (meaning said Daniels) Wife & I (meaning said Daniel)  
owned it in Court - And also then and there speaking of y<sup>e</sup> said Phinehas said Daniel that  
said published pronounced and repeated with a loud Voice in y<sup>e</sup> hearing of diverse of y<sup>e</sup> Kings  
Subjects these false scandalous lying words following viz he meaning said Phinehas) has fuchied  
(meaning that he had carnal knowledge & copulation with) my (meaning said Daniels)  
Wife a thousand times - by means of which speaking of y<sup>e</sup> said false scandalous & Approbri-  
ous Words the said Phinehas has not only been greatly hurt and injured in his good Name  
Character and Reputation but severall of y<sup>e</sup> Kings good Subjects his Neighbours have from  
day to day more and more withdrawn themselves from his acquaintance and have held  
him in disesteem and Contempt - and he hath been obliged to expend considerable Sums  
of Money & to be at a great deal of Bodily pains and Labour to make Manifest his Innocence  
in y<sup>e</sup> premises - to his Damage fifty pounds - - The said Phinehas by John Worthing-  
ton Esq<sup>r</sup> his Attorney appears and the said Daniel by Moses Bliss Gentleman his At-  
torney comes here and Defends y<sup>e</sup> force and Injury & when & Reserving to him-  
self Liberty to utter his plea or make any New plea on y<sup>e</sup> Trial of y<sup>e</sup> Appeal says that  
he avoweth y<sup>e</sup> p<sup>l</sup> nothing as y<sup>e</sup> p<sup>l</sup> against him alleges & that he is Ready to prove & pray  
Judgment & And y<sup>e</sup> said Phinehas by his said Attorney consenting to y<sup>e</sup> abovesaid Pre-  
servation says that y<sup>e</sup> plea aforesaid of y<sup>e</sup> said Daniel above pleaded is an Insufficient  
Answer to his y<sup>e</sup> said p<sup>l</sup> Declaration & that he hath no need neither is he holden by  
Law to Answer thereto all which y<sup>e</sup> said Phinehas is Ready to verify and thereof prays  
Judgment and that his Damages and Costs be adjudged him - And y<sup>e</sup> said Daniel  
says his said plea is sufficient - Whereupon all and singular y<sup>e</sup> premises being seen &  
by y<sup>e</sup> Court now here fully understood it appears to y<sup>e</sup> Court that y<sup>e</sup> plea of y<sup>e</sup> said Daniel as above  
pleaded is Insufficient & And that he hath not denied y<sup>e</sup> said Phinehas Devor nor answered there-  
to - It is therefore considered by this Court that y<sup>e</sup> said Phinehas do Recover against y<sup>e</sup> said Daniel  
fifty pounds of Lawfull Money Damages and Costs of Court paid & And he may have his  
Execution thereof - The said Daniel by his said Attorney Appeals from y<sup>e</sup> Judgment  
of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within & for



115 for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September last and he Recognizes with Sure-  
ties as y<sup>e</sup> Law directs for y<sup>e</sup> said Daniel prosecuting y<sup>e</sup> appeal with Effect as by y<sup>e</sup> said Recogni-  
Wood's name on file appears

Upham Phineas Upham of Broomfield in y<sup>e</sup> County of Worcester Gentleman pl<sup>t</sup> vs Joseph Brooks late of  
Brook's Were in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of Debt wherein y<sup>e</sup> said Phineas demands  
against y<sup>e</sup> said Joseph two pounds ten shillings and four pence which by y<sup>e</sup> said Phineas he owes by  
Reason of a Judgment recovered against him y<sup>e</sup> said Joseph at about before Josiah Dwight Esq<sup>r</sup> on  
on y<sup>e</sup> fifth Day of December in y<sup>e</sup> fourth Year of this Reign & the said Phineas by John Worthington  
Esq<sup>r</sup> his Attorney appears And y<sup>e</sup> said Joseph being three times publickly called to come into Court  
makes default of appearance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Phineas take  
reuer against y<sup>e</sup> said Joseph two pounds ten shillings and four pence of Lawfull Money Damages and  
two pounds two shillings and ten pence of like Lawfull Money allowed him for his Costs of  
Court and he may have his Execution thereof. — — — — — Exon<sup>d</sup> 18<sup>th</sup> Oct<sup>r</sup> 1765

Worthington John Worthington of Springfield aforesaid Esq<sup>r</sup> pl<sup>t</sup> vs James Nelson of Brimfield in y<sup>e</sup> County aforesaid  
Nelson's Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John demands against y<sup>e</sup> said James One pound  
seventeen shillings and three pence which y<sup>e</sup> said James on y<sup>e</sup> twentieth Day of November last by  
his Note for Value Received promises y<sup>e</sup> said John to pay him on Demand with Interest & also  
one other sum of One pound seventeen shillings which y<sup>e</sup> said James on y<sup>e</sup> twentieth Day of  
November last by his other Note for Value Received promises y<sup>e</sup> said John to pay him on De-  
mand with Interest & the said John in his proper person appears And y<sup>e</sup> said James being  
three times publickly called to come into Court makes default of appearance here. It is there-  
fore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John do Recover against y<sup>e</sup> said James three  
pounds seventeen shillings & ten pence Damages and One pound fourteen shillings and ten pence  
Costs & And he may have his Execution thereof. — — — — — Exon<sup>d</sup> 18<sup>th</sup> March 1766

Graves Jonathan Graves of Belcherstown in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Oliver Warner of  
Warner's Hadley in y<sup>e</sup> County aforesaid Yeoman & a Deputy Sheriff def<sup>t</sup> In a plea of y<sup>e</sup> Case for that where-  
as y<sup>e</sup> said Jonathan at said Springfield on y<sup>e</sup> thirtieth Day of June last past was possessed of three large  
Casks of Pot Ash containing One thousand Weight each of y<sup>e</sup> Value of twenty six pounds as of his own  
proper Estate and being possessed the said Jonathan three Afterwards y<sup>e</sup> same Day Casually lost the  
y<sup>e</sup> same three Casks of Pot Ash out of his possession and y<sup>e</sup> same three Casks of Pot Ash three After-  
wards y<sup>e</sup> same Day by finding came into y<sup>e</sup> hands and possession of y<sup>e</sup> said Oliver. yet y<sup>e</sup> said O-  
ver tho he knew y<sup>e</sup> said three Casks of Pot Ash to be y<sup>e</sup> property of y<sup>e</sup> said Jonathan and to belong  
of Right to him. yet he never Delivered y<sup>e</sup> same to y<sup>e</sup> said Jonathan but then and there viz at said  
Springfield on said thirtieth Day of June Converted and disposed y<sup>e</sup> same to his own Use and  
hath ever since Refused to deliver y<sup>e</sup> same to said Jonathan to his Damage twenty five pounds  
The said Jonathan by John Worthington Esq<sup>r</sup> his Attorney appears And y<sup>e</sup> said Oliver comes  
here and Defends y<sup>e</sup> force and Injury when & And Reserving to himself Liberty of altering his  
plea and making any new plea upon y<sup>e</sup> trial of y<sup>e</sup> appeal says that he owes nothing & and there-  
of prays Judgment & Daniel Jones Gen<sup>l</sup> & Ephraim Potter Gentleman Attorneys for said Oliver and  
the said Jonathan by his said Attorney Consenting to said Preservation says the plea aforesaid by  
y<sup>e</sup> def<sup>t</sup> in pleading Alledged and y<sup>e</sup> Matter in y<sup>e</sup> same Contained is an Insufficient Answer  
to y<sup>e</sup> said P<sup>t</sup> Preservation to which said plea and y<sup>e</sup> Matter in y<sup>e</sup> same Contained y<sup>e</sup> pl<sup>t</sup> is not obliged  
to Answer and this he is ready to verify wherefore for want of a sufficient plea in this behalf the  
pl<sup>t</sup> prays Judgment and Judgment for his Damages and Costs. — — — — — And y<sup>e</sup> said Oliver by his



Warner says his said plea is sufficient. Thereupon all and singular of premises being viewed and by the Court now here fully understood it appears to the Court that the said plea of the said B. is insufficient and that he hath no made answer to the 1<sup>st</sup> Declaration nor denied the same. It is therefore considered by the Court that the said Jonathan do recover against the said Oliver twenty five pounds of lawful Money Damages & Costs taxed at And he may have his costs thereof. The said Oliver by the said Oliver appeals from the Judgment of the Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he Recognizes with sureties as the Law directs for the said Oliver prosecuting the Appeal with Effect as by the said Recognizance on file appears.

Faber Hancock of Springfield aforesaid Yeoman plaintiff vs George Hutchinson of said Springfield (Hampshire) Yeoman and a Deputy Sheriff the defendant a plea of Case for that whereas the said Faber at said Springfield on the 21<sup>st</sup> Day of October last was possessed of one red Cow about eight years old of the price of four pounds one shilling and white Heifer two years old of the price of three pounds one shilling. Red Heifer two years old of the price of three pounds one shilling. One red Heifer two years old of the price of forty shillings and of two black Heifers one year old of the price of four pounds of one red Heifer with a white back three years old of the price of three pounds all of good and chattels of the said Faber and the said Faber being possessed afterwards especially lost the said Cattle out of his possession and the same Cattle afterwards viz on the first Day of March last at said Springfield by finding came into the hands and possession of the said George. Nevertheless the said George tho he knew the said Cows Heifers and Heifers aforesaid all to belong to the said Faber yet he never delivered them to the said Faber tho by him often requested and particularly on the first Day of this August but the said George then and there converted and disposed of same to his own use and hath wholly neglected and refused and still refuses to deliver them to the said Faber to his Damage thirty pounds. The said Faber by John Worthington Esq: his Attorney appears. And the said George by Joseph Hawley Esq: his Attorney comes here and defends and says that he is not guilty in Manner and Form as the 1<sup>st</sup> against him has alleged and thereof puts himself on the Country. And the said Faber by his said Attorney Reserving to himself Liberty to waive this Demurrer and join Issue tendered on the Trial only. Appeal says that the plea of the said George above pleaded & the Matter therein contained are an insufficient Answer to the 1<sup>st</sup> Declaration and that he hath no need neither is he holden by the Law of England to answer thereto and that he is ready to verify and therefore prays Judgment and Judgment for his Damages and Costs. And the said George Contesting says his plea is sufficient. Thereupon all and singular of premises being viewed and by the Court now here fully understood it appears that the said plea of the said George is sufficient. It is therefore considered by the Court that the said George do recover against the said Faber Costs & taxed at And he may have his costs thereof. And that the said Faber for his Grounds suit is held in Mery. The said Faber by his said Attorney Appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for said County of Hampshire on the fourth Tuesday of September next and he Recognizes with sureties as the Law directs for the said Faber prosecuting the Appeal with Effect as by the said Recognizance on file appears.

Inhabited Graham of South Brimfield in the County of Hampshire Yeoman plaintiff vs Joseph Belknap of said South Brimfield Yeoman and a Deputy Sheriff the defendant a plea of Case for that the said Joseph at said South Brimfield on the first Day of January Anno Domini 1781 and at diverse Days and times between the said first Day of January and the first Day of June last past with force and Arms broke and entered



116 Entered one close off: said Archibald in said South Brimfield called Lot Number seven in y<sup>e</sup> tract  
Graham of Land there that belonged formerly to y<sup>e</sup> Wife of Thomas Littlemore late of Boston Esq: dead as her  
Beltham's share of a large tract before belonged to Wait Winthrop Esq: Dead and with lesser tract after her death  
was divided between y<sup>e</sup> said Thomas Littlemore and the then surviving Children by his said Wife  
in which Division y<sup>e</sup> said Lot was sett off to Richard Littlemore one of y<sup>e</sup> Sons of y<sup>e</sup> said Thomas and  
his said Wife - and being <sup>entered</sup> to the said Joseph with said four and Arms but down and carried away  
two hundred of y<sup>e</sup> pl<sup>t</sup> Acres of y<sup>e</sup> Value of twenty pounds till then growing in said Close and  
one Acre of y<sup>e</sup> pl<sup>t</sup> Land part of said Close with Horses and Oxen with force and Arms as aforesaid  
said Joseph then and there Ploughed up and Destroyed and many other enormities there against  
the pl<sup>t</sup> then and there did all contrary to Law against y<sup>e</sup> peace & And for Damage of y<sup>e</sup> said  
Archibald thirty pounds - the said Archibald by John Worthington Esq: his Attorney appears and  
the said Joseph in his proper person comes here And y<sup>e</sup> said parties pray that y<sup>e</sup> Case may be con-  
tinued to y<sup>e</sup> Next Term of this Court on y<sup>e</sup> second Tuesday of November Next - And it granted  
till which time y<sup>e</sup> said parties have Day &c

Fowler  
vs  
Rose  
Bilad Fowler of Westfield in y<sup>e</sup> County of Hampshire from an pl<sup>t</sup> vs Justus Rose of Granville  
in y<sup>e</sup> County aforesaid from an def<sup>t</sup> In a plea of y<sup>e</sup> Case for that Whereas the said Bilad at  
said Granville on y<sup>e</sup> fifth Day of May last delivered to y<sup>e</sup> said Justus five of his y<sup>e</sup> said Bilad's  
fat Cattle of y<sup>e</sup> price of Seventy pounds for him y<sup>e</sup> said Justus to feed and further fatten in his  
the said Justus Pasture therefor a Reasonable Reward therefor to be made him and y<sup>e</sup> same Cat-  
tle to return to y<sup>e</sup> said Bilad whenever y<sup>e</sup> said Justus should be thereto reasonably Required he the  
said Justus in Consideration thereof then and there promised said Bilad to keep and feed said  
Oxen and to return them to him whenever he should be Reasonably thereto Required. Never-  
theless said Justus depriving in this Respect to Defraud y<sup>e</sup> said Bilad hath not kept y<sup>e</sup> said Oxen  
According to his said promise but without y<sup>e</sup> Consent and against y<sup>e</sup> Will of said Bilad Vo-  
luntarily suffered y<sup>e</sup> said Oxen to be taken and driven away into parts to y<sup>e</sup> said Bilad unknown  
and utterly Refuses to deliver them y<sup>e</sup> said Oxen to him tho often thereto Reasonably Requested  
and particularly at said Westfield on y<sup>e</sup> last Day of July last past but hath wholly deprived the  
said Bilad of y<sup>e</sup> Benefit of his Oxen aforesaid - to his Damage eighty pounds - the said Bilad  
by John Worthington Esq: his Attorney appears - And y<sup>e</sup> said Justus by Joseph Hawley Esq:  
his Attorney comes here - And Defends &c And Reserving Liberty to give any special Matter  
in Evidence under y<sup>e</sup> General Issue which might have been specially pleaded says that  
he never promised y<sup>e</sup> said Bilad in Manner and form as y<sup>e</sup> pl<sup>t</sup> against him has alleged  
and thereof puts himself on y<sup>e</sup> County - And y<sup>e</sup> pl<sup>t</sup> by his said Attorney likewise &c After  
a full hearing of y<sup>e</sup> said parties by their Council Learned in y<sup>e</sup> Law y<sup>e</sup> Case was committed to y<sup>e</sup>  
Jury Mr. Thomas Stebbins foreman and his fellows who Return their Verdict therein and  
on their Oath say that they find for y<sup>e</sup> Def<sup>t</sup> Costs of Court - It is therefore Considered by  
the Court that y<sup>e</sup> said Justus do Recover against y<sup>e</sup> said Bilad three pounds eight shillings  
and four pence Lawfull Money Costs of Defending y<sup>e</sup> said Suit &c And he may have his  
Execution thereof - - - - - Given 11<sup>th</sup> Sept: 1765

Pierre  
vs  
Hitchcock  
John Pierre of Weatherfield in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut from an pl<sup>t</sup>  
vs Luke Hitchcock of Granville in y<sup>e</sup> County of Hampshire from an def<sup>t</sup> In a plea of the  
Case wherein y<sup>e</sup> said John Demands against y<sup>e</sup> said Luke two pounds thirteen shillings &  
three pence which y<sup>e</sup> said Luke on y<sup>e</sup> sixteenth Day of March Anno Dom<sup>i</sup> 1764 by his Note  
for Value Received promised y<sup>e</sup> said John to pay him in two months with Interest &c On  
the



the said John by John Worthington Esq. his Attorney appear and y<sup>e</sup> said Luke being three times Pierce  
publicly called to come into Court makes default of appearance here - It is therefore con- sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said John Pierce do recover against y<sup>e</sup> said Luke two pounds  
seventeen shillings and eleven pence three farthings of Lawfull Money Damages and two  
pounds four shillings and two pence of like Lawfull Money Costs of Court and he  
may have his execution thereof - - - - - From H<sup>is</sup> M<sup>ajesties</sup> Bench 15<sup>th</sup> Oct. 1765

Oliver Partridge of Hatfield in y<sup>e</sup> County of Hampshire Esq. Sheriff of y<sup>e</sup> said County pl<sup>t</sup> vs Partridge  
Biddad Fowler of Westfield in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said  
said Biddad at said Springfield on y<sup>e</sup> thirtieth Day of September Anno Dom<sup>i</sup> 1763 by his promise  
y<sup>e</sup> Note in writing under his hand of that Date for Vallue Received promised said Oliver  
to pay him forty two pounds thirteen shillings and eleven pence on Demand with Law-  
full Interest for y<sup>e</sup> time till paid <sup>but neglecting it</sup> the said Oliver Fifty pounds the said  
Oliver by John Worthington Esq. his Attorney appear and y<sup>e</sup> said Biddad being three times  
publicly called to come into Court makes default of appearance here - It is therefore con- sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Oliver do recover against y<sup>e</sup> said Biddad fourteen  
pounds thirteen shillings and four pence three farthings of Lawfull Money Damages and  
one pound eighteen shillings and ten pence of like Money Costs of Suit and he may have  
his execution thereof - After all which y<sup>e</sup> said Biddad by John Phelps Gentleman his Attorney  
appears here and Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superiour Court of Judica-  
ture to be holden at Springfield aforesaid for y<sup>e</sup> County aforesaid on y<sup>e</sup> fourth Tuesday of  
September Next and he Recognizes with sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said Biddad prosequ<sup>t</sup>.  
ing his Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears -

Isaac Tibbee Jun<sup>r</sup> of Enfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs William Jones of Medford  
in y<sup>e</sup> County of Middlesex Gentleman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Isaac De- Tibbee  
mands against y<sup>e</sup> said William fourteen pounds which y<sup>e</sup> said William on y<sup>e</sup> fifth Day Jones  
of November Anno Dom<sup>i</sup> 1764 by his Note for Vallue Received promised y<sup>e</sup> said Isaac to pay  
him within three Months with Interest on the said Isaac by John Worthington Esq. his At-  
torney appear - And y<sup>e</sup> said William being three times publicly called to come into Court  
makes default of appearance here - It is therefore considered by y<sup>e</sup> Court now here that  
y<sup>e</sup> said Isaac do recover against y<sup>e</sup> said William fourteen pounds thirteen shillings and  
nine pence of Lawfull Money Damages and two pounds eight shillings and six pence  
of like Money Costs of Suit and he may have execution thereof - - - - - From H<sup>is</sup> M<sup>ajesties</sup> Bench 24<sup>th</sup> June 1766 -

Biddad Fowler of Westfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs John Nelson of y<sup>e</sup> same West- Fowler  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Biddad Demands against y<sup>e</sup> said John six pounds Nelson  
five shillings and seven pence which y<sup>e</sup> said John on y<sup>e</sup> twenty second Day of April last past by his  
Note for Vallue Received promised y<sup>e</sup> said Biddad to pay him on Demand with Interest on the said Biddad  
by John Worthington Esq. his Attorney appear - And y<sup>e</sup> said John Nelson being three times pub-  
licly called to come into Court makes default of appearance here - It is therefore con- sidered by y<sup>e</sup> Court now here that y<sup>e</sup> said Biddad do recover against the said John Nel-  
son six pounds eight shillings and three pence two farthings of Lawfull Money  
Damages and one pound fifteen shillings and six pence of like Money Costs and he  
may have his execution thereof - - - - - From H<sup>is</sup> M<sup>ajesties</sup> Bench 15<sup>th</sup> Oct. 1765



Thomas Williston of Springfield aforesaid Yeoman & a Deputy Sheriff in pl<sup>t</sup> vs Joel Gley of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea of <sup>or</sup> Case wherein y<sup>e</sup> said Thomas Demands against y<sup>e</sup> said Gley forty five pounds which y<sup>e</sup> said Joel on y<sup>e</sup> Ninth Day of December Anno Dom<sup>i</sup> 1763. by his Note for Value Received promised One Edward Clark to pay him or his Order on or before the first Day of May then Next in Good West India Rum which said Note y<sup>e</sup> said Edward Indorsed over to y<sup>e</sup> said Thomas. The said Thomas by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Joel being three times publickly called to come into Court makes default of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Thomas do recover against y<sup>e</sup> said Joel twenty eight pounds Nineteen shillings and eight pence of Lawfull Money Damages and One pound ten shillings and two pence Costs of Court & he may have his Execution thereof. — — — — — Exon d<sup>i</sup> 25<sup>th</sup> Sep<sup>r</sup> 1765

William Eastman of South Hadley in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs William Day of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea of <sup>or</sup> Case wherein y<sup>e</sup> said William Eastman Demands against y<sup>e</sup> said William Day ten pounds which y<sup>e</sup> said William Day on y<sup>e</sup> fifth Day of July Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said William Eastman to pay him y<sup>e</sup> first Day of November then Next with Interest & also two pounds & seven pence which said Day owes y<sup>e</sup> said Eastman to balance Accounts on Book according to y<sup>e</sup> Account annexed to y<sup>e</sup> said Eastman's Writ & the said Eastman by John Worthington Esq<sup>r</sup> his Attorney appears And y<sup>e</sup> said Day being three times publickly called to come into Court makes default of appearance here. It is therefore Considered by the Court now here that y<sup>e</sup> said Eastman do recover against y<sup>e</sup> said Day twelve pounds fourteen shillings and five pence two farthings of Lawfull Money Damages and One pound thirteen shillings and eleven pence of like Lawfull Money Costs of Court And he may have his Execution thereof. — — — — — Exon d<sup>i</sup> 25<sup>th</sup> Sep<sup>r</sup> 1765

Samuel Tuttle Jun<sup>r</sup> of Littleton in y<sup>e</sup> County of Middlesex Gentleman pl<sup>t</sup> vs Daniel Lamb of Wilbraham in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of <sup>or</sup> Case for that the said Daniel at said Springfield on y<sup>e</sup> twenty third Day of June Anno Dom<sup>i</sup> 1763 by his Note in writing under his hand of that Date for Value Received promised y<sup>e</sup> said Samuel to pay him or his Order fifteen pounds within three months from y<sup>e</sup> Date of said Note with Interest from y<sup>e</sup> said Term of payment till paid. Yet he has not & to y<sup>e</sup> Damage of y<sup>e</sup> said Samuel twenty pounds. The said Samuel by John Worthington Esq<sup>r</sup> his Attorney appears. And y<sup>e</sup> Court being Certified that y<sup>e</sup> said Daniel was at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> said Samuel's Writ and ever since hath been and now is out of this province and hath no knowledge of y<sup>e</sup> service of y<sup>e</sup> said Writ. It is therefore Considered that y<sup>e</sup> Case be continued to y<sup>e</sup> next Term. — — — — —

Abel Capin of Springfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Asa Noble of Westfield in y<sup>e</sup> same County of Hampshire Gentleman def<sup>t</sup>. In a plea of <sup>or</sup> Case wherein y<sup>e</sup> said Abel Demands against y<sup>e</sup> said Asa four pounds four shillings and two pence which y<sup>e</sup> said Asa on y<sup>e</sup> second Day of April last past by his Note for Value Received promised the said Abel to pay him or his Order on Demand with Interest & the said Abel by John Worthington Esq<sup>r</sup> his Attorney appears And y<sup>e</sup> said Asa being three times publickly called to come into Court makes default of appearance here. It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Abel do recover against y<sup>e</sup> said Asa four pounds six shillings and three pence Damages & One pound eleven shillings and four pence Costs of Court And he may have his Execution thereof. — — — — — Exon d<sup>i</sup> 25<sup>th</sup> Oct<sup>r</sup> 1765



Ezekiel Goddard of Boston in y<sup>e</sup> County of Suffolk Esq<sup>r</sup> - pl<sup>t</sup> vs Samuel Thilborn of Monson Esq<sup>r</sup> Goddard  
in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> man def<sup>t</sup>. In a plea of Ejectment wherein y<sup>e</sup> said Ezekiel De<sup>m</sup> Thilborn  
mends against y<sup>e</sup> said Samuel One Messuage viz a Mansion house One Corn Mill one Saw  
Mill and two hundred and twenty Acres of Land in said Monson being the farm there on  
with y<sup>e</sup> said Samuel Dwells with y<sup>e</sup> Appurtenances y<sup>e</sup> same being made up of several par-  
els of fourth Division Land, called in y<sup>e</sup> Original Township of Brimfield and which the said  
Samuel bought of sundry persons viz sixty Acres part thereof of Benjamin Cooley of Greenwich  
sixty Acres part thereof of said Benjamin & his father jointly sixty Acres part thereof of David Shaw  
of Palmer thirty Acres of Samuel Hubbard late of said Brimfield, & whereupon said Ezekiel says  
that at said Monson on y<sup>e</sup> twenty seventh Day of November in y<sup>e</sup> twenty sixth year of y<sup>e</sup> Reign  
of y<sup>e</sup> late King George y<sup>e</sup> second the said Samuel Thilborn was seized of y<sup>e</sup> Demanded premises  
then lying in y<sup>e</sup> town of Brimfield in his Demesne as of fee and being so seized the said Samu-  
el by his Deed under his hand and Seal of Bargain and sale of that Date & duly executed & re-  
corded & in Court produced at said Springfield on said twenty seventh Day of November for  
a valuable Consideration therein expressed sold and conveyed y<sup>e</sup> same Land & premises to  
y<sup>e</sup> said Ezekiel to hold to him and his heirs forever by virtue of which Deed the said Ezekiel became  
seized in fee of y<sup>e</sup> said Demanded premises and ought still to hold the same yet y<sup>e</sup> said Samu-  
el hath since unjustly entered into y<sup>e</sup> same and ejected y<sup>e</sup> said Ezekiel and unjustly holds  
him out - to his Damage one hundred and fifty pounds - the said Ezekiel by John Worthing-  
ton Esq<sup>r</sup> his Attorney appears - and y<sup>e</sup> said Samuel being three times publicly called to come  
into Court makes default of appearance here - It is therefore considered by this Court that  
y<sup>e</sup> said Ezekiel do recover against y<sup>e</sup> said Samuel One hundred and seventeen pounds two shil-  
lings and four pence of Lawfull Money Debt to be paid within two months otherwise y<sup>e</sup>  
said Ezekiel may have execution for possession of y<sup>e</sup> premises and for his Costs paid at three  
pounds two shillings of Lawfull Money - Given at 30<sup>th</sup> Oct<sup>r</sup> 1765 for port & Costs

Abel Bowen of Greenwich in y<sup>e</sup> County of Hampshire Esq<sup>r</sup> man pl<sup>t</sup> vs William Williams of Pitts-  
field in y<sup>e</sup> County of Berkshire Esq<sup>r</sup> def<sup>t</sup>. In a plea of Case for that said William at said Spring-  
field on y<sup>e</sup> second Day of July last past being justly indebted to y<sup>e</sup> said Abel y<sup>e</sup> sum of five pounds  
for two months & a half work before that time by him y<sup>e</sup> said Abel there done and performed  
for said William at his y<sup>e</sup> said Williams special Instance and Request he y<sup>e</sup> said William then  
and there assumed on himself and to y<sup>e</sup> said Abel faithfully promised to pay him the said  
sum of five pounds on Demand - And also for that whereas on y<sup>e</sup> same second Day of  
July at said Springfield y<sup>e</sup> said Abel had done and performed other work and Labour  
for y<sup>e</sup> said William for y<sup>e</sup> space of two months and one half at y<sup>e</sup> said Williams special  
al Instance and Request he y<sup>e</sup> said William then and there in Consideration thereof  
undertook and to y<sup>e</sup> said Abel faithfully promised that he would content and pay  
to y<sup>e</sup> said Abel all such sum of Money as y<sup>e</sup> said Abel deserved to have for y<sup>e</sup> Labor and service  
last above mentioned to be done and performed by said Abel for said William whenever  
he y<sup>e</sup> said William should be there to be required and y<sup>e</sup> said Abel in fact faith that he rea-  
sonably deserved to have for y<sup>e</sup> said Labour and service last above mentioned to be done  
and performed by him for said William other sum of five pounds of which y<sup>e</sup>  
said William at said Springfield afterwards viz y<sup>e</sup> same Day and Year had Notice  
yet y<sup>e</sup> said William tho<sup>o</sup> often Requested hath never paid either of y<sup>e</sup> said sums or ful-  
filled



118 jiled either of his said promises but Unjustly Neglects to do it by Damage of y<sup>e</sup> said Abel Ten  
Pound p<sup>er</sup> pound of y<sup>e</sup> said Abel by John Worthington Esq<sup>r</sup> his Attorney Appear. And y<sup>e</sup> said William  
William by Simeon Strong Gentleman his Attorney comes here and Defends & And Moving Libor-  
to Waive this Demurrer and make any New plea on y<sup>e</sup> trial on the Appeal says that the  
p<sup>th</sup> Declaration and y<sup>e</sup> Matter therein contained are Insufficient in Law that he y<sup>e</sup>  
said William is not holden by y<sup>e</sup> Law of y<sup>e</sup> Land to Answer thereto wherefore for the  
want of a sufficient Declaration he prays Judgement and that his Costs may be adjudg-  
ed to him — And y<sup>e</sup> said Abel by his said Attorney says the Declaration is sufficient  
and thereof prays Judgement and Judgement for his Damages and Costs — Thereupon  
all and singular y<sup>e</sup> premises being seen and by y<sup>e</sup> Court now here fully understood  
it Appeals that y<sup>e</sup> said Declaration is good and well brought in — And that y<sup>e</sup> said  
William hath not Answered nor denied y<sup>e</sup> same — It is therefore Considered by the Court  
that y<sup>e</sup> said Abel (with his Consent) do Recover against y<sup>e</sup> said William five pound of  
Lawfull Money Damages and Costs Taxed at of like Money And he may have  
his Execution thereof — the said William by his said Attorney Appeals from y<sup>e</sup> Judgement  
of this Court to y<sup>e</sup> Superiour Court of Judicature to be holden at Springfield within and  
for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next And he Recogniz-  
izes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said William prosecuting y<sup>e</sup> Appeal with  
Effect as by y<sup>e</sup> said Recognizance on file Appear.

Fowler Job Fowler of Suffield in y<sup>e</sup> County of Hampshire Yeoman p<sup>th</sup> vs William Worthington of  
Springfield aforesaid Gentleman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Job Demands three pound  
One shilling and one penny which y<sup>e</sup> said William on y<sup>e</sup> twenty fifth Day of July Anno Dom  
y<sup>e</sup> 65 by his Note for <sup>Value</sup> Received promised y<sup>e</sup> said Job to pay him within two Months with Interest &  
also fifteen shillings and nine pence for Labor done by y<sup>e</sup> said Job for y<sup>e</sup> said William be-  
fore y<sup>e</sup> twenty seventh Day of July last past & the said Job by John Worthington Esq<sup>r</sup> his Attor-  
ney Appear. And y<sup>e</sup> said William being three times publickly called to come into Court makes  
default of Appearance here — It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Job do Recover  
against y<sup>e</sup> said William four pound fifteen shillings and five pence two farthings of  
Lawfull Money Damages & One pound thirteen shillings and six pence of like Money Costs  
and he may have his Execution thereof — Done at 25<sup>th</sup> Sep<sup>r</sup> 1765

Shepard William Shepard of Westfield in y<sup>e</sup> County of Hampshire Gentleman p<sup>th</sup> vs Daniel Lamb  
of Wilbraham in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that said  
Daniel at said Springfield on y<sup>e</sup> twentieth Day of September last past by his Note of that date  
for Value Received promised y<sup>e</sup> said William to pay him or his Order five pound One shil-  
ling on Demand yet said Daniel tho often Requested hath never paid y<sup>e</sup> same or any part  
thereof but Unjustly Neglects it — by Damage of y<sup>e</sup> said William six pound & the said  
William by John Worthington Esq<sup>r</sup> Appear. and Certifies the Court that y<sup>e</sup> said Daniel  
was at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> p<sup>th</sup> writ and ever since hath been and now is out of this  
province & It is therefore Considered that y<sup>e</sup> Case be Continued &c

Duncan Duncan Duncan of Palmer in y<sup>e</sup> County of Hampshire Yeoman p<sup>th</sup> vs Daniel Lamb of Wil-  
braham in y<sup>e</sup> County aforesaid Yeoman def<sup>t</sup>. In a plea <sup>of the Case</sup> for that said Daniel at said Spring-  
field on y<sup>e</sup> twenty Ninth Day of March Anno Dom 1765 by his Note of that Date in Writing  
Under his hand for Value Received promised said Duncan to pay him twelve pound with  
in six Months from y<sup>e</sup> Date of said Note yet he has not done it & by Damage of y<sup>e</sup>



said Duncan fifteen pounds - the said Duncan by John Worthington Esq: his Attorney appears and certifies this Court that y<sup>e</sup> said Daniel at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> pt<sup>l</sup> writ was ever since hath been and now is out of this Province - It is therefore considered that y<sup>e</sup> Case be continued say<sup>e</sup> Next Term of this Court on y<sup>e</sup> second Tuesday of November Next R<sup>e</sup> -

John Worthington of Springfield aforesaid Esq: pl<sup>t</sup> vs Daniel Lamb of Wilbraham in y<sup>e</sup> County of Northampton  
Jo: said Geo man def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Daniel at y<sup>e</sup> said Springfield on the Twentieth Day of February Anno Dom<sup>i</sup> 1762 by his Note in Writing under his hand of that Date for Value Received promised one Andrew Coburn Jun<sup>r</sup> to pay him or his Order seven pounds five shillings and six pence in Twelve Months from y<sup>e</sup> Date of said Note with Lawfull Interest for y<sup>e</sup> same till paid and afterwards viz y<sup>e</sup> same twenty third Day of said February at y<sup>e</sup> said Springfield the said Andrew by his Indorsement on y<sup>e</sup> same Note with his proper hand subscribed Ordered y<sup>e</sup> Content of y<sup>e</sup> same Note then wholly due and Unpaid to be paid by y<sup>e</sup> said John or his Order according to y<sup>e</sup> Tenor of said Note of all which said Daniel then and there had Notice and so became liable to pay y<sup>e</sup> same to y<sup>e</sup> said John according to y<sup>e</sup> Tenor of said Note and then and there promised the said John to pay him y<sup>e</sup> same accordingly yet tho<sup>o</sup> often Requested y<sup>e</sup> said Daniel never paid y<sup>e</sup> same but Neglects it - For Damage of y<sup>e</sup> said John seven pounds - the said John in his proper person appears and certifies this Court that y<sup>e</sup> said Daniel at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> said John's Writ was ever since hath been and now is out of this Province and hath no knowledge of y<sup>e</sup> service of y<sup>e</sup> said Writ R<sup>e</sup> - It is therefore considered that the Case be continued to y<sup>e</sup> Next Term R<sup>e</sup> -

John Ingersoll of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs David Bagg of Ingersoll  
Blanford in y<sup>e</sup> County aforesaid Geo man def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John De Bagg  
mands against y<sup>e</sup> said David Seventeen pounds One shilling and two pence which y<sup>e</sup> said David on y<sup>e</sup> fifteenth Day of July Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised the said John to pay him or his Order on Demand with Interest R<sup>e</sup> the said John by John Worthington Esq: his Attorney appears and y<sup>e</sup> said David being three times publicly called to come into Court makes Default of Appearance here - It is therefore considered by the Court that y<sup>e</sup> said John Ingersoll do Recover against y<sup>e</sup> said David twenty pounds five shillings Damages and One pound sixteen shillings and eight pence Costs of Court and he may have his Execution thereof -  
Brought 15<sup>th</sup> Dec<sup>r</sup> 1765

Samuel Smith of Sandyfield in y<sup>e</sup> County of Berkshire Geo man pl<sup>t</sup> vs Edmund Hubbard Smith  
Geo man & Hesechiah Hubbard Geo man both of Hadley in y<sup>e</sup> County of Hampshire def<sup>t</sup> In  
a plea of Debt wherein y<sup>e</sup> said Samuel Demands against y<sup>e</sup> said Edmund & Hesechiah One hundred and eighty pounds which they on y<sup>e</sup> seventh Day of August last past by their bond bound themselves to pay to y<sup>e</sup> said Samuel on Demand R<sup>e</sup> the said Samuel by John Worthington Esq: his Attorney appears - And y<sup>e</sup> def<sup>t</sup>s being three times publicly called to come into Court makes default of Appearance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Samuel do Recover against y<sup>e</sup> def<sup>t</sup>s fifty three pounds Nine shillings and Ten pence of Lawfull Money Debt being y<sup>e</sup> Charumery of y<sup>e</sup> bond in Equity & two pounds five shillings & nine pence of like Money Costs and he may have his Execution thereof -  
Brought 15<sup>th</sup> Dec<sup>r</sup> 1765

James Nivins of Greenwich in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs Ebenezer Davis of Ware  
in y<sup>e</sup> County aforesaid Geo man def<sup>t</sup> In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Ebenezer at y<sup>e</sup> said Springfield on y<sup>e</sup> twenty fourth Day of January Anno Dom<sup>i</sup> 1763 by his Note under his hand of that Date for Value Received promised y<sup>e</sup> said James Nivins to pay him or his Order Three pounds fifteen shillings within one Month from y<sup>e</sup> Date of said Note with Interest for y<sup>e</sup> same till paid yet said Ebenezer tho<sup>o</sup> often Requested hath never paid y<sup>e</sup> same or any part thereof but Neglects  
Neglects



119 Neglect to do it - say Damage of y<sup>e</sup> said James six pounds - the said James by John Worthington Esq. his Attorney appears - And y<sup>e</sup> said Attorney, say said James certifies this Court that the said Ebenezer at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> p<sup>l</sup>t<sup>l</sup> Writ was ever since hath been and now is out of this province - It is therefore Considered that y<sup>e</sup> Case be Continued &c

Fowler vs Loomis { Silas Fowler of Westfield in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t vs Jonathan Loomis of Springfield aforesaid yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Billed Demands against the said Jonathan thirteen pounds eleven shillings and four pence which y<sup>e</sup> said Jonathan on the thirteenth Day of August last past by his Note for Value Received promised y<sup>e</sup> said Billed to pay him on Demand with Interest &c the said Billed by John Worthington Esq. his Attorney appears - And y<sup>e</sup> said Jonathan being three times publicly called to come into Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Billed do recover against y<sup>e</sup> said Jonathan fourteen pounds eight shillings and four pence of Lawfull Money Damages and One pound thirteen shillings & ten pence of like Money Costs of Suit and he may have his Execution thereof - - - - - From H<sup>l</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765 -

Fowler vs Smith { Billed Fowler of Westfield in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t vs Aaron Smith of Springfield aforesaid yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Billed Demands against the said Aaron three pounds six shillings and ten pence which y<sup>e</sup> said Aaron on y<sup>e</sup> twenty second Day of March last past by his Note for Value Received promised y<sup>e</sup> said Billed to pay him on Demand with Interest &c the said Billed by John Worthington Esq. his Attorney appears and the said Billed being three times publicly called to come into Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Billed do recover against the said Aaron three pounds eight shillings and seven pence of Lawfull Money Damages and One pound thirteen shillings and ten pence of like Money Costs of this Suit And he may have his Execution thereof - - - - - From H<sup>l</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765 -

Thellogg vs Noble { John Thellogg of Westfield in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t vs Reuben Noble of y<sup>e</sup> said Westfield yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said John Demands against the said Reuben five pounds which y<sup>e</sup> said Reuben on y<sup>e</sup> tenth Day of April Anno Dom<sup>i</sup> 1762 by his Note for Value Received promised y<sup>e</sup> said John to pay said sum on Demand with Interest &c the said John by John Worthington Esq. his Attorney appears - And y<sup>e</sup> said Reuben being three times publicly called to come into Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said John Thellogg do recover against y<sup>e</sup> said Reuben six pounds and four pence of Lawfull Money Damages & One pound fifteen shillings & six pence of like Money Costs &c And he may have his Execution thereof -

Holmes vs Davis { Moses Holmes of Willington in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut yeoman p<sup>l</sup>t vs Instructum Davis of South Brimfield in y<sup>e</sup> said County of Hampshire gentleman def<sup>t</sup>. In a plea of the Case wherein y<sup>e</sup> said Moses Demands against y<sup>e</sup> said Instructum six pounds eleven shillings and two pence which y<sup>e</sup> said Instructum on y<sup>e</sup> fifteenth Day of March Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Moses to pay him by the first Day of May then next with Interest &c - the said Moses by John Worthington Esq. his Attorney appears and y<sup>e</sup> said Instructum being three times publicly called to come into Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court that the said Moses do recover against y<sup>e</sup> said Instructum six pounds fourteen shillings and six pence of Lawfull Money Damages & two pounds three shillings and four pence of like Money Costs of Court and he may have his Execution thereof - - - - - Judg<sup>t</sup> satisfied -



Thomas Ely of Springfield aforeaid Yeoman pl<sup>t</sup> vs Joseph Bedortha Jun<sup>r</sup> of said Springfield Geo<sup>r</sup> Ely  
man def<sup>t</sup> In a plea ofy<sup>e</sup> Case wherein y<sup>e</sup> said Thomas Demands against y<sup>e</sup> said Joseph two pounds  
four shillings and nine pence which y<sup>e</sup> said Joseph on y<sup>e</sup> seventeenth Day of January Anno Dom<sup>i</sup> 1763 by his Note for Value Received promised y<sup>e</sup> said Thomas to pay him on Demand with  
Interest & the said Thomas by John Worthington Esq<sup>r</sup> his Attorney appears - And y<sup>e</sup> said Jo-  
seph being three times publickly called to come into Court makes default of appearance  
here - It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Thomas do Recover against  
y<sup>e</sup> said Joseph two pounds seven shillings & eight pence of Lawfull Money Damages, and  
one pound seven shillings and eight pence of like Lawfull Money Costs of suit And he may  
have his execution thereof - From Id<sup>o</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765

Simeon Granger of Springfield aforeaid Yeoman pl<sup>t</sup> vs Elijah Rogers Yeoman & John Morgan Jun<sup>r</sup> Granger  
gentleman both ofy<sup>e</sup> said Springfield def<sup>t</sup> In a plea ofy<sup>e</sup> Case wherein y<sup>e</sup> said Simeon Demands  
against y<sup>e</sup> said Elijah and John eight pounds and three shillings which they on y<sup>e</sup> eighth Day  
of August last past by their Note for Value Received promised y<sup>e</sup> said Simeon to pay him on  
Demand with Interest & the said Simeon by John Worthington Esq<sup>r</sup> his Attorney ap-  
pears And y<sup>e</sup> Def<sup>t</sup>s being three times publickly called to come into Court makes default of  
appearance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Simeon do Recover  
against y<sup>e</sup> said def<sup>t</sup>s eight pounds twelve shillings and nine pence of Lawfull Money  
Damages and one pound thirteen shillings and two pence of like Money Costs of suit and  
he may have his execution thereof - From Id<sup>o</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765

Jonathan Charles of Minnfield in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Daniel Lamb of Wil<sup>t</sup> Charles  
Braham in y<sup>e</sup> County aforeaid Yeoman def<sup>t</sup> In a plea ofy<sup>e</sup> Case for that said Daniel at  
Springfield aforeaid on y<sup>e</sup> seventeenth Day of April last past by his Note of that Date for Val-  
ue Received promised y<sup>e</sup> said Jonathan to pay him or his Order eight pounds nine shillings  
and nine pence on Demand with Interest till paid - yet said Daniel tho often requested hath  
never paid y<sup>e</sup> same or any part thereof but unjustly Neglects it - For y<sup>e</sup> Damage ofy<sup>e</sup> said  
Jonathan ten pounds - the said Jonathan by John Worthington Esq<sup>r</sup> his Attorney appears  
and y<sup>e</sup> Court being now certified that y<sup>e</sup> said Daniel at y<sup>e</sup> time ofy<sup>e</sup> service ofy<sup>e</sup> pl<sup>t</sup> was  
ever since hath been and now is out of this province - The Case is therefore continued &c

Robert W. Masters of Palmer in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs William Shaw of Id<sup>o</sup> W. Masters  
Palmer Yeoman def<sup>t</sup> In a plea ofy<sup>e</sup> Case wherein y<sup>e</sup> said Robert Demands against the  
said William six pounds ten shillings which y<sup>e</sup> said William on y<sup>e</sup> twenty fourth Day  
of February Anno Dom<sup>i</sup> 1764 by his Note for Value Received promised y<sup>e</sup> said Robert to pay  
him on Demand with Interest & the said Robert by John Worthington Esq<sup>r</sup> his Attorney  
appears And y<sup>e</sup> said William being three times publickly called to come into Court makes  
default of appearance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> said Robert do  
Recover against y<sup>e</sup> said William seven pounds one shilling and nine pence of Law-  
full Money Damages & one pound fifteen shillings and eight pence of like Money Costs of  
suit And he may have his execution thereof - From Id<sup>o</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765

William Patterson late of Ware in y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Joseph Patterson of Patterson  
ofy<sup>e</sup> said Ware Yeoman def<sup>t</sup> In a plea of Debt wherein the said William Demands against  
y<sup>e</sup> said Joseph eighty pounds which y<sup>e</sup> said Joseph on y<sup>e</sup> fourth Day of June Anno Dom<sup>i</sup> 1762  
by his Bond bound himself to pay to y<sup>e</sup> said William on Demand & the said Wil-  
liam by John Worthington Esq<sup>r</sup> his Attorney appears And y<sup>e</sup> said Joseph being three  
times publickly called to come into Court makes default of appearance here - It is there-  
fore



120. therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said W<sup>m</sup> do recover against the said Jo<sup>h</sup>n  
Patterson <sup>8</sup> <sup>1</sup> <sup>2</sup> <sup>3</sup> <sup>4</sup> <sup>5</sup> <sup>6</sup> <sup>7</sup> <sup>8</sup> <sup>9</sup> <sup>10</sup> <sup>11</sup> <sup>12</sup> <sup>13</sup> <sup>14</sup> <sup>15</sup> <sup>16</sup> <sup>17</sup> <sup>18</sup> <sup>19</sup> <sup>20</sup> <sup>21</sup> <sup>22</sup> <sup>23</sup> <sup>24</sup> <sup>25</sup> <sup>26</sup> <sup>27</sup> <sup>28</sup> <sup>29</sup> <sup>30</sup> <sup>31</sup> <sup>32</sup> <sup>33</sup> <sup>34</sup> <sup>35</sup> <sup>36</sup> <sup>37</sup> <sup>38</sup> <sup>39</sup> <sup>40</sup> <sup>41</sup> <sup>42</sup> <sup>43</sup> <sup>44</sup> <sup>45</sup> <sup>46</sup> <sup>47</sup> <sup>48</sup> <sup>49</sup> <sup>50</sup> <sup>51</sup> <sup>52</sup> <sup>53</sup> <sup>54</sup> <sup>55</sup> <sup>56</sup> <sup>57</sup> <sup>58</sup> <sup>59</sup> <sup>60</sup> <sup>61</sup> <sup>62</sup> <sup>63</sup> <sup>64</sup> <sup>65</sup> <sup>66</sup> <sup>67</sup> <sup>68</sup> <sup>69</sup> <sup>70</sup> <sup>71</sup> <sup>72</sup> <sup>73</sup> <sup>74</sup> <sup>75</sup> <sup>76</sup> <sup>77</sup> <sup>78</sup> <sup>79</sup> <sup>80</sup> <sup>81</sup> <sup>82</sup> <sup>83</sup> <sup>84</sup> <sup>85</sup> <sup>86</sup> <sup>87</sup> <sup>88</sup> <sup>89</sup> <sup>90</sup> <sup>91</sup> <sup>92</sup> <sup>93</sup> <sup>94</sup> <sup>95</sup> <sup>96</sup> <sup>97</sup> <sup>98</sup> <sup>99</sup> <sup>100</sup> <sup>101</sup> <sup>102</sup> <sup>103</sup> <sup>104</sup> <sup>105</sup> <sup>106</sup> <sup>107</sup> <sup>108</sup> <sup>109</sup> <sup>110</sup> <sup>111</sup> <sup>112</sup> <sup>113</sup> <sup>114</sup> <sup>115</sup> <sup>116</sup> <sup>117</sup> <sup>118</sup> <sup>119</sup> <sup>120</sup> <sup>121</sup> <sup>122</sup> <sup>123</sup> <sup>124</sup> <sup>125</sup> <sup>126</sup> <sup>127</sup> <sup>128</sup> <sup>129</sup> <sup>130</sup> <sup>131</sup> <sup>132</sup> <sup>133</sup> <sup>134</sup> <sup>135</sup> <sup>136</sup> <sup>137</sup> <sup>138</sup> <sup>139</sup> <sup>140</sup> <sup>141</sup> <sup>142</sup> <sup>143</sup> <sup>144</sup> <sup>145</sup> <sup>146</sup> <sup>147</sup> <sup>148</sup> <sup>149</sup> <sup>150</sup> <sup>151</sup> <sup>152</sup> <sup>153</sup> <sup>154</sup> <sup>155</sup> <sup>156</sup> <sup>157</sup> <sup>158</sup> <sup>159</sup> <sup>160</sup> <sup>161</sup> <sup>162</sup> <sup>163</sup> <sup>164</sup> <sup>165</sup> <sup>166</sup> <sup>167</sup> <sup>168</sup> <sup>169</sup> <sup>170</sup> <sup>171</sup> <sup>172</sup> <sup>173</sup> <sup>174</sup> <sup>175</sup> <sup>176</sup> <sup>177</sup> <sup>178</sup> <sup>179</sup> <sup>180</sup> <sup>181</sup> <sup>182</sup> <sup>183</sup> <sup>184</sup> <sup>185</sup> <sup>186</sup> <sup>187</sup> <sup>188</sup> <sup>189</sup> <sup>190</sup> <sup>191</sup> <sup>192</sup> <sup>193</sup> <sup>194</sup> <sup>195</sup> <sup>196</sup> <sup>197</sup> <sup>198</sup> <sup>199</sup> <sup>200</sup> <sup>201</sup> <sup>202</sup> <sup>203</sup> <sup>204</sup> <sup>205</sup> <sup>206</sup> <sup>207</sup> <sup>208</sup> <sup>209</sup> <sup>210</sup> <sup>211</sup> <sup>212</sup> <sup>213</sup> <sup>214</sup> <sup>215</sup> <sup>216</sup> <sup>217</sup> <sup>218</sup> <sup>219</sup> <sup>220</sup> <sup>221</sup> <sup>222</sup> <sup>223</sup> <sup>224</sup> <sup>225</sup> <sup>226</sup> <sup>227</sup> <sup>228</sup> <sup>229</sup> <sup>230</sup> <sup>231</sup> <sup>232</sup> <sup>233</sup> <sup>234</sup> <sup>235</sup> <sup>236</sup> <sup>237</sup> <sup>238</sup> <sup>239</sup> <sup>240</sup> <sup>241</sup> <sup>242</sup> <sup>243</sup> <sup>244</sup> <sup>245</sup> <sup>246</sup> <sup>247</sup> <sup>248</sup> <sup>249</sup> <sup>250</sup> <sup>251</sup> <sup>252</sup> <sup>253</sup> <sup>254</sup> <sup>255</sup> <sup>256</sup> <sup>257</sup> <sup>258</sup> <sup>259</sup> <sup>260</sup> <sup>261</sup> <sup>262</sup> <sup>263</sup> <sup>264</sup> <sup>265</sup> <sup>266</sup> <sup>267</sup> <sup>268</sup> <sup>269</sup> <sup>270</sup> <sup>271</sup> <sup>272</sup> <sup>273</sup> <sup>274</sup> <sup>275</sup> <sup>276</sup> <sup>277</sup> <sup>278</sup> <sup>279</sup> <sup>280</sup> <sup>281</sup> <sup>282</sup> <sup>283</sup> <sup>284</sup> <sup>285</sup> <sup>286</sup> <sup>287</sup> <sup>288</sup> <sup>289</sup> <sup>290</sup> <sup>291</sup> <sup>292</sup> <sup>293</sup> <sup>294</sup> <sup>295</sup> <sup>296</sup> <sup>297</sup> <sup>298</sup> <sup>299</sup> <sup>300</sup> <sup>301</sup> <sup>302</sup> <sup>303</sup> <sup>304</sup> <sup>305</sup> <sup>306</sup> <sup>307</sup> <sup>308</sup> <sup>309</sup> <sup>310</sup> <sup>311</sup> <sup>312</sup> <sup>313</sup> <sup>314</sup> <sup>315</sup> <sup>316</sup> <sup>317</sup> <sup>318</sup> <sup>319</sup> <sup>320</sup> <sup>321</sup> <sup>322</sup> <sup>323</sup> <sup>324</sup> <sup>325</sup> <sup>326</sup> <sup>327</sup> <sup>328</sup> <sup>329</sup> <sup>330</sup> <sup>331</sup> <sup>332</sup> <sup>333</sup> <sup>334</sup> <sup>335</sup> <sup>336</sup> <sup>337</sup> <sup>338</sup> <sup>339</sup> <sup>340</sup> <sup>341</sup> <sup>342</sup> <sup>343</sup> <sup>344</sup> <sup>345</sup> <sup>346</sup> <sup>347</sup> <sup>348</sup> <sup>349</sup> <sup>350</sup> <sup>351</sup> <sup>352</sup> <sup>353</sup> <sup>354</sup> <sup>355</sup> <sup>356</sup> <sup>357</sup> <sup>358</sup> <sup>359</sup> <sup>360</sup> <sup>361</sup> <sup>362</sup> <sup>363</sup> <sup>364</sup> <sup>365</sup> <sup>366</sup> <sup>367</sup> <sup>368</sup> <sup>369</sup> <sup>370</sup> <sup>371</sup> <sup>372</sup> <sup>373</sup> <sup>374</sup> <sup>375</sup> <sup>376</sup> <sup>377</sup> <sup>378</sup> <sup>379</sup> <sup>380</sup> <sup>381</sup> <sup>382</sup> <sup>383</sup> <sup>384</sup> <sup>385</sup> <sup>386</sup> <sup>387</sup> <sup>388</sup> <sup>389</sup> <sup>390</sup> <sup>391</sup> <sup>392</sup> <sup>393</sup> <sup>394</sup> <sup>395</sup> <sup>396</sup> <sup>397</sup> <sup>398</sup> <sup>399</sup> <sup>400</sup> <sup>401</sup> <sup>402</sup> <sup>403</sup> <sup>404</sup> <sup>405</sup> <sup>406</sup> <sup>407</sup> <sup>408</sup> <sup>409</sup> <sup>410</sup> <sup>411</sup> <sup>412</sup> <sup>413</sup> <sup>414</sup> <sup>415</sup> <sup>416</sup> <sup>417</sup> <sup>418</sup> <sup>419</sup> <sup>420</sup> <sup>421</sup> <sup>422</sup> <sup>423</sup> <sup>424</sup> <sup>425</sup> <sup>426</sup> <sup>427</sup> <sup>428</sup> <sup>429</sup> <sup>430</sup> <sup>431</sup> <sup>432</sup> <sup>433</sup> <sup>434</sup> <sup>435</sup> <sup>436</sup> <sup>437</sup> <sup>438</sup> <sup>439</sup> <sup>440</sup> <sup>441</sup> <sup>442</sup> <sup>443</sup> <sup>444</sup> <sup>445</sup> <sup>446</sup> <sup>447</sup> <sup>448</sup> <sup>449</sup> <sup>450</sup> <sup>451</sup> <sup>452</sup> <sup>453</sup> <sup>454</sup> <sup>455</sup> <sup>456</sup> <sup>457</sup> <sup>458</sup> <sup>459</sup> <sup>460</sup> <sup>461</sup> <sup>462</sup> <sup>463</sup> <sup>464</sup> <sup>465</sup> <sup>466</sup> <sup>467</sup> <sup>468</sup> <sup>469</sup> <sup>470</sup> <sup>471</sup> <sup>472</sup> <sup>473</sup> <sup>474</sup> <sup>475</sup> <sup>476</sup> <sup>477</sup> <sup>478</sup> <sup>479</sup> <sup>480</sup> <sup>481</sup> <sup>482</sup> <sup>483</sup> <sup>484</sup> <sup>485</sup> <sup>486</sup> <sup>487</sup> <sup>488</sup> <sup>489</sup> <sup>490</sup> <sup>491</sup> <sup>492</sup> <sup>493</sup> <sup>494</sup> <sup>495</sup> <sup>496</sup> <sup>497</sup> <sup>498</sup> <sup>499</sup> <sup>500</sup> <sup>501</sup> <sup>502</sup> <sup>503</sup> <sup>504</sup> <sup>505</sup> <sup>506</sup> <sup>507</sup> <sup>508</sup> <sup>509</sup> <sup>510</sup> <sup>511</sup> <sup>512</sup> <sup>513</sup> <sup>514</sup> <sup>515</sup> <sup>516</sup> <sup>517</sup> <sup>518</sup> <sup>519</sup> <sup>520</sup> <sup>521</sup> <sup>522</sup> <sup>523</sup> <sup>524</sup> <sup>525</sup> <sup>526</sup> <sup>527</sup> <sup>528</sup> <sup>529</sup> <sup>530</sup> <sup>531</sup> <sup>532</sup> <sup>533</sup> <sup>534</sup> <sup>535</sup> <sup>536</sup> <sup>537</sup> <sup>538</sup> <sup>539</sup> <sup>540</sup> <sup>541</sup> <sup>542</sup> <sup>543</sup> <sup>544</sup> <sup>545</sup> <sup>546</sup> <sup>547</sup> <sup>548</sup> <sup>549</sup> <sup>550</sup> <sup>551</sup> <sup>552</sup> <sup>553</sup> <sup>554</sup> <sup>555</sup> <sup>556</sup> <sup>557</sup> <sup>558</sup> <sup>559</sup> <sup>560</sup> <sup>561</sup> <sup>562</sup> <sup>563</sup> <sup>564</sup> <sup>565</sup> <sup>566</sup> <sup>567</sup> <sup>568</sup> <sup>569</sup> <sup>570</sup> <sup>571</sup> <sup>572</sup> <sup>573</sup> <sup>574</sup> <sup>575</sup> <sup>576</sup> <sup>577</sup> <sup>578</sup> <sup>579</sup> <sup>580</sup> <sup>581</sup> <sup>582</sup> <sup>583</sup> <sup>584</sup> <sup>585</sup> <sup>586</sup> <sup>587</sup> <sup>588</sup> <sup>589</sup> <sup>590</sup> <sup>591</sup> <sup>592</sup> <sup>593</sup> <sup>594</sup> <sup>595</sup> <sup>596</sup> <sup>597</sup> <sup>598</sup> <sup>599</sup> <sup>600</sup> <sup>601</sup> <sup>602</sup> <sup>603</sup> <sup>604</sup> <sup>605</sup> <sup>606</sup> <sup>607</sup> <sup>608</sup> <sup>609</sup> <sup>610</sup> <sup>611</sup> <sup>612</sup> <sup>613</sup> <sup>614</sup> <sup>615</sup> <sup>616</sup> <sup>617</sup> <sup>618</sup> <sup>619</sup> <sup>620</sup> <sup>621</sup> <sup>622</sup> <sup>623</sup> <sup>624</sup> <sup>625</sup> <sup>626</sup> <sup>627</sup> <sup>628</sup> <sup>629</sup> <sup>630</sup> <sup>631</sup> <sup>632</sup> <sup>633</sup> <sup>634</sup> <sup>635</sup> <sup>636</sup> <sup>637</sup> <sup>638</sup> <sup>639</sup> <sup>640</sup> <sup>641</sup> <sup>642</sup> <sup>643</sup> <sup>644</sup> <sup>645</sup> <sup>646</sup> <sup>647</sup> <sup>648</sup> <sup>649</sup> <sup>650</sup> <sup>651</sup> <sup>652</sup> <sup>653</sup> <sup>654</sup> <sup>655</sup> <sup>656</sup> <sup>657</sup> <sup>658</sup> <sup>659</sup> <sup>660</sup> <sup>661</sup> <sup>662</sup> <sup>663</sup> <sup>664</sup> <sup>665</sup> <sup>666</sup> <sup>667</sup> <sup>668</sup> <sup>669</sup> <sup>670</sup> <sup>671</sup> <sup>672</sup> <sup>673</sup> <sup>674</sup> <sup>675</sup> <sup>676</sup> <sup>677</sup> <sup>678</sup> <sup>679</sup> <sup>680</sup> <sup>681</sup> <sup>682</sup> <sup>683</sup> <sup>684</sup> <sup>685</sup> <sup>686</sup> <sup>687</sup> <sup>688</sup> <sup>689</sup> <sup>690</sup> <sup>691</sup> <sup>692</sup> <sup>693</sup> <sup>694</sup> <sup>695</sup> <sup>696</sup> <sup>697</sup> <sup>698</sup> <sup>699</sup> <sup>700</sup> <sup>701</sup> <sup>702</sup> <sup>703</sup> <sup>704</sup> <sup>705</sup> <sup>706</sup> <sup>707</sup> <sup>708</sup> <sup>709</sup> <sup>710</sup> <sup>711</sup> <sup>712</sup> <sup>713</sup> <sup>714</sup> <sup>715</sup> <sup>716</sup> <sup>717</sup> <sup>718</sup> <sup>719</sup> <sup>720</sup> <sup>721</sup> <sup>722</sup> <sup>723</sup> <sup>724</sup> <sup>725</sup> <sup>726</sup> <sup>727</sup> <sup>728</sup> <sup>729</sup> <sup>730</sup> <sup>731</sup> <sup>732</sup> <sup>733</sup> <sup>734</sup> <sup>735</sup> <sup>736</sup> <sup>737</sup> <sup>738</sup> <sup>739</sup> <sup>740</sup> <sup>741</sup> <sup>742</sup> <sup>743</sup> <sup>744</sup> <sup>745</sup> <sup>746</sup> <sup>747</sup> <sup>748</sup> <sup>749</sup> <sup>750</sup> <sup>751</sup> <sup>752</sup> <sup>753</sup> <sup>754</sup> <sup>755</sup> <sup>756</sup> <sup>757</sup> <sup>758</sup> <sup>759</sup> <sup>760</sup> <sup>761</sup> <sup>762</sup> <sup>763</sup> <sup>764</sup> <sup>765</sup> <sup>766</sup> <sup>767</sup> <sup>768</sup> <sup>769</sup> <sup>770</sup> <sup>771</sup> <sup>772</sup> <sup>773</sup> <sup>774</sup> <sup>775</sup> <sup>776</sup> <sup>777</sup> <sup>778</sup> <sup>779</sup> <sup>780</sup> <sup>781</sup> <sup>782</sup> <sup>783</sup> <sup>784</sup> <sup>785</sup> <sup>786</sup> <sup>787</sup> <sup>788</sup> <sup>789</sup> <sup>790</sup> <sup>791</sup> <sup>792</sup> <sup>793</sup> <sup>794</sup> <sup>795</sup> <sup>796</sup> <sup>797</sup> <sup>798</sup> <sup>799</sup> <sup>800</sup> <sup>801</sup> <sup>802</sup> <sup>803</sup> <sup>804</sup> <sup>805</sup> <sup>806</sup> <sup>807</sup> <sup>808</sup> <sup>809</sup> <sup>810</sup> <sup>811</sup> <sup>812</sup> <sup>813</sup> <sup>814</sup> <sup>815</sup> <sup>816</sup> <sup>817</sup> <sup>818</sup> <sup>819</sup> <sup>820</sup> <sup>821</sup> <sup>822</sup> <sup>823</sup> <sup>824</sup> <sup>825</sup> <sup>826</sup> <sup>827</sup> <sup>828</sup> <sup>829</sup> <sup>830</sup> <sup>831</sup> <sup>832</sup> <sup>833</sup> <sup>834</sup> <sup>835</sup> <sup>836</sup> <sup>837</sup> <sup>838</sup> <sup>839</sup> <sup>840</sup> <sup>841</sup> <sup>842</sup> <sup>843</sup> <sup>844</sup> <sup>845</sup> <sup>846</sup> <sup>847</sup> <sup>848</sup> <sup>849</sup> <sup>850</sup> <sup>851</sup> <sup>852</sup> <sup>853</sup> <sup>854</sup> <sup>855</sup> <sup>856</sup> <sup>857</sup> <sup>858</sup> <sup>859</sup> <sup>860</sup> <sup>861</sup> <sup>862</sup> <sup>863</sup> <sup>864</sup> <sup>865</sup> <sup>866</sup> <sup>867</sup> <sup>868</sup> <sup>869</sup> <sup>870</sup> <sup>871</sup> <sup>872</sup> <sup>873</sup> <sup>874</sup> <sup>875</sup> <sup>876</sup> <sup>877</sup> <sup>878</sup> <sup>879</sup> <sup>880</sup> <sup>881</sup> <sup>882</sup> <sup>883</sup> <sup>884</sup> <sup>885</sup> <sup>886</sup> <sup>887</sup> <sup>888</sup> <sup>889</sup> <sup>890</sup> <sup>891</sup> <sup>892</sup> <sup>893</sup> <sup>894</sup> <sup>895</sup> <sup>896</sup> <sup>897</sup> <sup>898</sup> <sup>899</sup> <sup>900</sup> <sup>901</sup> <sup>902</sup> <sup>903</sup> <sup>904</sup> <sup>905</sup> <sup>906</sup> <sup>907</sup> <sup>908</sup> <sup>909</sup> <sup>910</sup> <sup>911</sup> <sup>912</sup> <sup>913</sup> <sup>914</sup> <sup>915</sup> <sup>916</sup> <sup>917</sup> <sup>918</sup> <sup>919</sup> <sup>920</sup> <sup>921</sup> <sup>922</sup> <sup>923</sup> <sup>924</sup> <sup>925</sup> <sup>926</sup> <sup>927</sup> <sup>928</sup> <sup>929</sup> <sup>930</sup> <sup>931</sup> <sup>932</sup> <sup>933</sup> <sup>934</sup> <sup>935</sup> <sup>936</sup> <sup>937</sup> <sup>938</sup> <sup>939</sup> <sup>940</sup> <sup>941</sup> <sup>942</sup> <sup>943</sup> <sup>944</sup> <sup>945</sup> <sup>946</sup> <sup>947</sup> <sup>948</sup> <sup>949</sup> <sup>950</sup> <sup>951</sup> <sup>952</sup> <sup>953</sup> <sup>954</sup> <sup>955</sup> <sup>956</sup> <sup>957</sup> <sup>958</sup> <sup>959</sup> <sup>960</sup> <sup>961</sup> <sup>962</sup> <sup>963</sup> <sup>964</sup> <sup>965</sup> <sup>966</sup> <sup>967</sup> <sup>968</sup> <sup>969</sup> <sup>970</sup> <sup>971</sup> <sup>972</sup> <sup>973</sup> <sup>974</sup> <sup>975</sup> <sup>976</sup> <sup>977</sup> <sup>978</sup> <sup>979</sup> <sup>980</sup> <sup>981</sup> <sup>982</sup> <sup>983</sup> <sup>984</sup> <sup>985</sup> <sup>986</sup> <sup>987</sup> <sup>988</sup> <sup>989</sup> <sup>990</sup> <sup>991</sup> <sup>992</sup> <sup>993</sup> <sup>994</sup> <sup>995</sup> <sup>996</sup> <sup>997</sup> <sup>998</sup> <sup>999</sup> <sup>1000</sup> <sup>1001</sup> <sup>1002</sup> <sup>1003</sup> <sup>1004</sup> <sup>1005</sup> <sup>1006</sup> <sup>1007</sup> <sup>1008</sup> <sup>1009</sup> <sup>1010</sup> <sup>1011</sup> <sup>1012</sup> <sup>1013</sup> <sup>1014</sup> <sup>1015</sup> <sup>1016</sup> <sup>1017</sup> <sup>1018</sup> <sup>1019</sup> <sup>1020</sup> <sup>1021</sup> <sup>1022</sup> <sup>1023</sup> <sup>1024</sup> <sup>1025</sup> <sup>1026</sup> <sup>1027</sup> <sup>1028</sup> <sup>1029</sup> <sup>1030</sup> <sup>1031</sup> <sup>1032</sup> <sup>1033</sup> <sup>1034</sup> <sup>1035</sup> <sup>1036</sup> <sup>1037</sup> <sup>1038</sup> <sup>1039</sup> <sup>1040</sup> <sup>1041</sup> <sup>1042</sup> <sup>1043</sup> <sup>1044</sup> <sup>1045</sup> <sup>1046</sup> <sup>1047</sup> <sup>1048</sup> <sup>1049</sup> <sup>1050</sup> <sup>1051</sup> <sup>1052</sup> <sup>1053</sup> <sup>1054</sup> <sup>1055</sup> <sup>1056</sup> <sup>1057</sup> <sup>1058</sup> <sup>1059</sup> <sup>1060</sup> <sup>1061</sup> <sup>1062</sup> <sup>1063</sup> <sup>1064</sup> <sup>1065</sup> <sup>1066</sup> <sup>1067</sup> <sup>1068</sup> <sup>1069</sup> <sup>1070</sup> <sup>1071</sup> <sup>1072</sup> <sup>1073</sup> <sup>1074</sup> <sup>1075</sup> <sup>1076</sup> <sup>1077</sup> <sup>1078</sup> <sup>1079</sup> <sup>1080</sup> <sup>1081</sup> <sup>1082</sup> <sup>1083</sup> <sup>1084</sup> <sup>1085</sup> <sup>1086</sup> <sup>1087</sup> <sup>1088</sup> <sup>1089</sup> <sup>1090</sup> <sup>1091</sup> <sup>1092</sup> <sup>1093</sup> <sup>1094</sup> <sup>1095</sup> <sup>1096</sup> <sup>1097</sup> <sup>1098</sup> <sup>1099</sup> <sup>1100</sup> <sup>1101</sup> <sup>1102</sup> <sup>1103</sup> <sup>1104</sup> <sup>1105</sup> <sup>1106</sup> <sup>1107</sup> <sup>1108</sup> <sup>1109</sup> <sup>1110</sup> <sup>1111</sup> <sup>1112</sup> <sup>1113</sup> <sup>1114</sup> <sup>1115</sup> <sup>1116</sup> <sup>1117</sup> <sup>1118</sup> <sup>1119</sup> <sup>1120</sup> <sup>1121</sup> <sup>1122</sup> <sup>1123</sup> <sup>1124</sup> <sup>1125</sup> <sup>1126</sup> <sup>1127</sup> <sup>1128</sup> <sup>1129</sup> <sup>1130</sup> <sup>1131</sup> <sup>1132</sup> <sup>1133</sup> <sup>1134</sup> <sup>1135</sup> <sup>1136</sup> <sup>1137</sup> <sup>1138</sup> <sup>1139</sup> <sup>1140</sup> <sup>1141</sup> <sup>1142</sup> <sup>1143</sup> <sup>1144</sup> <sup>1145</sup> <sup>1146</sup> <sup>1147</sup> <sup>1148</sup> <sup>1149</sup> <sup>1150</sup> <sup>1151</sup> <sup>1152</sup> <sup>1153</sup> <sup>1154</sup> <sup>1155</sup> <sup>1156</sup> <sup>1157</sup> <sup>1158</sup> <sup>1159</sup> <sup>1160</sup> <sup>1161</sup> <sup>1162</sup> <sup>1163</sup> <sup>1164</sup> <sup>1165</sup> <sup>1166</sup> <sup>1167</sup> <sup>1168</sup> <sup>1169</sup> <sup>1170</sup> <sup>1171</sup> <sup>1172</sup> <sup>1173</sup> <sup>1174</sup> <sup>1175</sup> <sup>1176</sup> <sup>1177</sup> <sup>1178</sup> <sup>1179</sup> <sup>1180</sup> <sup>1181</sup> <sup>1182</sup> <sup>1183</sup> <sup>1184</sup> <sup>1185</sup> <sup>1186</sup> <sup>1187</sup> <sup>1188</sup> <sup>1189</sup> <sup>1190</sup> <sup>1191</sup> <sup>1192</sup> <sup>1193</sup> <sup>1194</sup> <sup>1195</sup> <sup>1196</sup> <sup>1197</sup> <sup>1198</sup> <sup>1199</sup> <sup>1200</sup> <sup>1201</sup> <sup>1202</sup> <sup>1203</sup> <sup>1204</sup> <sup>1205</sup> <sup>1206</sup> <sup>1207</sup> <sup>1208</sup> <sup>1209</sup> <sup>1210</sup> <sup>1211</sup> <sup>1212</sup> <sup>1213</sup> <sup>1214</sup> <sup>1215</sup> <sup>1216</sup> <sup>1217</sup> <sup>1218</sup> <sup>1219</sup> <sup>1220</sup> <sup>1221</sup> <sup>1222</sup> <sup>1223</sup> <sup>1224</sup> <sup>1225</sup> <sup>1226</sup> <sup>1227</sup> <sup>1228</sup> <sup>1229</sup> <sup>1230</sup> <sup>1231</sup> <sup>1232</sup> <sup>1233</sup> <sup>1234</sup> <sup>1235</sup> <sup>1236</sup> <sup>1237</sup> <sup>1238</sup> <sup>1239</sup> <sup>1240</sup> <sup>1241</sup> <sup>1242</sup> <sup>1243</sup> <sup>1244</sup> <sup>1245</sup> <sup>1246</sup> <sup>1247</sup> <sup>1248</sup> <sup>1249</sup> <sup>1250</sup> <sup>1251</sup> <sup>1252</sup> <sup>1253</sup> <sup>1254</sup> <sup>1255</sup> <sup>1256</sup> <sup>1257</sup> <sup>1258</sup> <sup>1259</sup> <sup>1260</sup> <sup>1261</sup> <sup>1262</sup> <sup>1263</sup> <sup>1264</sup> <sup>1265</sup> <sup>1266</sup> <sup>1267</sup> <sup>1268</sup> <sup>1269</sup> <sup>1270</sup> <sup>1271</sup> <sup>1272</sup> <sup>1273</sup> <sup>1274</sup> <sup>1275</sup> <sup>1276</sup> <sup>1277</sup> <sup>1278</sup> <sup>1279</sup> <sup>1280</sup> <sup>1281</sup> <sup>1282</sup> <sup>1283</sup> <sup>1284</sup> <sup>1285</sup> <sup>1286</sup> <sup>1287</sup> <sup>1288</sup> <sup>1289</sup> <sup>1290</sup> <sup>1291</sup> <sup>1292</sup> <sup>1293</sup> <sup>1294</sup> <sup>1295</sup> <sup>1296</sup> <sup>1297</sup> <sup>1298</sup> <sup>1299</sup> <sup>1300</sup> <sup>1301</sup> <sup>1302</sup> <sup>1303</sup> <sup>1304</sup> <sup>1305</sup> <sup>1306</sup> <sup>1307</sup> <sup>1308</sup> <sup>1309</sup> <sup>1310</sup> <sup>1311</sup> <sup>1312</sup> <sup>1313</sup> <sup>1314</sup> <sup>1315</sup> <sup>1316</sup> <sup>1317</sup> <sup>1318</sup> <sup>1319</sup> <sup>1320</sup> <sup>1321</sup> <sup>1322</sup> <sup>1323</sup> <sup>1324</sup> <sup>1325</sup> <sup>1326</sup> <sup>1327</sup> <sup>1328</sup> <sup>1329</sup> <sup>1330</sup> <sup>1331</sup> <sup>1332</sup> <sup>1333</sup> <sup>1334</sup> <sup>1335</sup> <sup>1336</sup> <sup>1337</sup> <sup>1338</sup> <sup>1339</sup> <sup>1340</sup> <sup>1341</sup>



Comfort Dams of South Hadley in y<sup>e</sup> County of Hampshire Single Woman and Plaintiff vs { Dams  
Ephraim Wright of y<sup>e</sup> said South Hadley Yeoman def<sup>t</sup> In a plea of Ejectment wherein he { Wright  
Demands against him y<sup>e</sup> Possession of One Mesuage viz a dwelling house and twenty  
his acres and one hundred and fourteen Rods of Land in y<sup>e</sup> said South Hadley bounded as fol.  
low viz beginning at a Tree at y<sup>e</sup> North West Corner of William Montagues Lott called his  
first Choue Lott thence North five Degrees East One hundred and Eight Rods in y<sup>e</sup> West  
Line of y<sup>e</sup> said Montagues Lott to a Stake and Stones thence West five Degrees North Thirty Nine  
Rods and ten feet to a heap of Stones thence South five Degrees West One hundred and Eight  
Rods to a Stake and Stones thence a straight Course to y<sup>e</sup> first Station and bounds back on  
y<sup>e</sup> said Montagues Land West on Noah Ferrys Land South on Undivided Land and North on  
a Highway with y<sup>e</sup> Appurtenances and Whereon y<sup>e</sup> said Comfort says that y<sup>e</sup> said Springfield  
in y<sup>e</sup> Twenty third Day of February Anno Dom<sup>i</sup> 1764 the y<sup>e</sup> said Ephraim being seized of y<sup>e</sup> said  
Demanded premises he by his Deed of that Date in Court to be produced for y<sup>e</sup> Consideration  
of Twenty six pounds thirteen shillings and four pence paid him by y<sup>e</sup> said Comfort conveyed  
the said Demanded premises to y<sup>e</sup> said Comfort to hold y<sup>e</sup> same to her and her heirs forever  
in fee by Virtue whereof she ought to hold y<sup>e</sup> same yet y<sup>e</sup> said Ephraim hath since entered  
thereunto Ejected y<sup>e</sup> plt<sup>r</sup> and Unjustly holds her out to her Damage Sixty pounds &c. The  
said Comfort by John Worthington Esq<sup>r</sup> her Attorney appears. And y<sup>e</sup> said Ephraim be-  
ing three times publickly called to come into Court makes default of appearance here  
It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said Comfort do recover against y<sup>e</sup> said Ephraim  
Twenty eight pounds thirteen shillings and four pence <sup>Doll<sup>r</sup> & Costs of Court</sup> to be paid within two Months other-  
wise she may her son for possession of y<sup>e</sup> said premises with her Costs of Suit Taxed at  
One pound sixteen shillings and seven pence

Samuel Baprom of Western in y<sup>e</sup> County of Worcester Yeoman plt<sup>r</sup> vs Samuel Sherman Baprom  
of Ware in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Sherman  
Baprom Demands against y<sup>e</sup> said Sherman Eleven pounds seven shillings and two  
pence two farthings which y<sup>e</sup> said Sherman on y<sup>e</sup> sixteenth Day of February Anno Dom<sup>i</sup>  
1765 by his Note for Value Received promised y<sup>e</sup> said Baprom to pay him or his Order  
on Demand with Interest &c. the said Baprom by John Worthington Esq<sup>r</sup> his Attorney ap-  
pears. And y<sup>e</sup> said Sherman being three times publickly called to come into Court makes de-  
fault of appearance here. It is therefore Considered by y<sup>e</sup> Court now here that the said  
Baprom do recover against y<sup>e</sup> said Sherman Eleven pounds fourteen shillings and seven  
pence of Lawfull Money Damages & two pounds and two shillings of like Money Costs of  
Suit and he may have his Execution thereof. Exon<sup>r</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765

James Richardson of Greener in y<sup>e</sup> County of Worcester husbandman plt<sup>r</sup> vs Nathaniel Piper of { Richardson  
of Northampton in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said James { Piper  
Demands against y<sup>e</sup> said Nathaniel six pounds eleven shillings and four pence which y<sup>e</sup> said  
Nathaniel on y<sup>e</sup> sixth Day of April Last by his Note for Value Received promised y<sup>e</sup> said James  
to pay him or his Order by y<sup>e</sup> sixth Day of July then Next &c. the said James by John Worthington  
Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Nathaniel being three times called &c. is Defaulted. It is  
therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said James do recover against the said  
Nathaniel six pounds eleven shillings and four pence Damages & 2s 3s 6d Costs of Court  
and he may have his Execution thereof. Exon<sup>r</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765



121 John Worthington of Springfield aforesaid Esq: pl<sup>t</sup> vs. Isaac Sacket of Westfield in the County  
Worthington aforesaid Yeoman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said John Demands against the said  
Isaac six pounds Ten shillings which y<sup>e</sup> said Isaac on y<sup>e</sup> fourth Day of May Anno Dom<sup>i</sup> 1761  
by his Note for Value Received promised One Elysha Parks to pay him or his Order on Demand  
with Interest & which said Note y<sup>e</sup> said Elysha Indorsed over to y<sup>e</sup> said John & the said  
John in his proper person appears and y<sup>e</sup> said Isaac being three times publicly called  
to come into Court makes default of appearance here - It is therefore Considered by  
the Court that y<sup>e</sup> said John do Recover against y<sup>e</sup> said Isaac eight pound three shillings  
and nine pence Damages & One pound eleven shillings and four pence Costs of Court  
he may have his execution thereof - Exon Id<sup>o</sup> 12<sup>th</sup> Sep<sup>r</sup> 1765

Jackson  
vs  
Sprague } James Jackson of Stafford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman pl<sup>t</sup> vs  
Jonathan Sprague Resident at Wethersfield in y<sup>e</sup> County of Hampshire Yeoman who was late  
of Stafford aforesaid def<sup>t</sup>. In a plea of Debt wherein y<sup>e</sup> said James Demands against the  
said Jonathan three pound eight shillings and One penny which by y<sup>e</sup> said James he owes  
by Reason of a Judgment Obtained at an adjourned County Court at Hartford aforesaid  
on y<sup>e</sup> fourth Tuesday of June Last & the said James by John Worthington Esq: his Attor<sup>n</sup>  
ney appears. and y<sup>e</sup> said Jonathan being three times publicly called to come into Court  
makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court now here  
that y<sup>e</sup> said James do Recover against y<sup>e</sup> said Jonathan three pound eight shillings and  
one penny of Lawfull Money Debt & two pound five shillings & ten pence of like Money  
Costs & And he may have his Exon<sup>o</sup> thereof - Exon Id<sup>o</sup> 17<sup>th</sup> Sep<sup>r</sup> 1765

Jackson  
vs  
Briggs } James Jackson of Stafford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman  
pl<sup>t</sup> vs John Briggs of Wethersfield in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea of Debt  
wherein y<sup>e</sup> said James Demands against y<sup>e</sup> said John four pound one shilling and six  
pence which by y<sup>e</sup> said James he owes by Reason of a Judgment Obtained before Isaac  
Pinney Esq: at Stafford aforesaid on y<sup>e</sup> fourth Day of November Last & the said James  
by John Worthington Esq: his Attorney appears and y<sup>e</sup> said John Briggs being three times  
publicly called to come into Court makes default of appearance here - It is therefore  
Considered by this Court that y<sup>e</sup> said James do Recover against y<sup>e</sup> said John Briggs the  
sum of four pound one shilling and six pence of Lawfull Money Debt and two pound  
five shillings and ten pence of like Lawfull Money Costs of prosecution And he  
may have his execution thereof - Exon Id<sup>o</sup> 17<sup>th</sup> Sep<sup>r</sup> 1765

Merret  
vs  
Blackman } John Merret of Providence in y<sup>e</sup> County of Providence in y<sup>e</sup> Colony of Rhode Island Merchant  
pl<sup>t</sup> vs William Blackman Jun<sup>r</sup> of Ware in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In  
a plea of Debt wherein y<sup>e</sup> said John Demands against y<sup>e</sup> said William fifteen pound  
six shillings which y<sup>e</sup> said William by his bond on y<sup>e</sup> Nineteenth Day of February Anno  
Dom<sup>i</sup> 1762 bound himself to pay to y<sup>e</sup> said John on Demand & also one other sum of  
fifteen pound six shillings which y<sup>e</sup> said William on said Nineteenth Day of February by  
his other bond bound himself to pay to y<sup>e</sup> said John on Demand & the said John by John  
Worthington Esq: his Attorney appears and y<sup>e</sup> said William being three times publicly  
called to come into Court makes default of appearance here - It is therefore Considered  
by y<sup>e</sup> Court that y<sup>e</sup> said John Merret do Recover against y<sup>e</sup> said William fifteen pound  
Nineteen shillings and three pence Debt & two pound eight shillings & eight pence  
Costs And he may have his execution thereof - Exon Id<sup>o</sup> 15<sup>th</sup> Oct<sup>r</sup> 1765



John Merrell of Providence in y<sup>e</sup> County of Providence in y<sup>e</sup> Colony of Rhode Island Merrell  
Shant p<sup>l</sup>t vs Ebenezer Davis of Ware in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a  
plea of Debt for that said Ebenezer at Springfield aforesaid on y<sup>e</sup> first Day of December  
Anno Dom<sup>i</sup> 1765 by his bond under his hand and Seal of that Date in Court to be pro-  
duced bound and Obliged himself to y<sup>e</sup> said John in y<sup>e</sup> Sum of fourteen pounds to be paid  
him on Demand also for that y<sup>e</sup> said Ebenezer at said Springfield on y<sup>e</sup> same first Day  
of December by his other Bond under his hand and Seal of that Date in Court to be  
produced bound and Obliged himself to y<sup>e</sup> said John in y<sup>e</sup> like Sum of fourteen pounds  
to be paid him y<sup>e</sup> said John on Demand. And also for that y<sup>e</sup> said Ebenezer at said Spring-  
field on y<sup>e</sup> same first Day of December by his Bond under his hand & Seal of that Date in  
Court to be produced bound himself to y<sup>e</sup> said John in an other like Sum of fourteen pounds  
to be paid him on Demand &c. the said John by John Worthington Esq<sup>r</sup> his Attorney  
appears, and Certifies this Court that y<sup>e</sup> said Ebenezer at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup>  
p<sup>l</sup>t Writ was ever since hath been and now is out of this province. It is therefore  
considered by this Court now here that y<sup>e</sup> case be continued &c.

Benjamin Day Gentleman and Margaret Jones Gentlewoman and Widow Executors of Jones ex<sup>r</sup>  
y<sup>e</sup> Last Will and Testament of Cornelius Jones late of Springfield aforesaid Gentleman  
Dud p<sup>l</sup>t vs Jonathan Morgan of Springfield aforesaid Yeoman def<sup>t</sup>. In a plea of y<sup>e</sup>  
Case wherein y<sup>e</sup> said Executors Demand against y<sup>e</sup> said Jonathan two pounds seven-  
teen shillings and one penny which y<sup>e</sup> said Jonathan on y<sup>e</sup> twenty first Day of Au-  
gust Anno Dom<sup>i</sup> 1765 by his Note for Value Received promised y<sup>e</sup> said Cornelius then  
living to pay him on Demand with Interest &c. the said Executors by John Wor-  
thington Esq<sup>r</sup> their Attorney appear and y<sup>e</sup> said Jonathan being three times publick-  
ly called to come into Court makes default of appearance here. It is therefore con-  
sidered by y<sup>e</sup> Court that y<sup>e</sup> said Executors do Recover against y<sup>e</sup> said Jonathan three  
pounds four shillings and three pence Damages & one pound ten shillings & six pence  
Costs &c. And they may have their Execution thereof. ———— Cron 14<sup>th</sup> Oct<sup>r</sup> 1765

John Worthington Esq<sup>r</sup> & Robert Breckinridge Gentlemen both of Springfield aforesaid Ex- Whites ex<sup>r</sup>  
cutors of y<sup>e</sup> Last Will and Testament of Jacob White late of said Springfield Gentleman deid  
p<sup>l</sup>t vs Joseph Sikes of Wilbraham in y<sup>e</sup> said County of Hampshire Yeoman def<sup>t</sup>. In a  
plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Executors Demand against y<sup>e</sup> said Joseph three pounds which  
y<sup>e</sup> said Joseph on y<sup>e</sup> nineteenth Day of February Anno Dom<sup>i</sup> 1765 by his Note for Value  
Received promised y<sup>e</sup> said Jacob to pay him with Interest &c. the said John one of y<sup>e</sup> said  
Executors appear. And y<sup>e</sup> said Joseph being three times publickly called to come into  
Court makes default of appearance here. It is therefore considered by y<sup>e</sup> Court that the  
said Executors do Recover against y<sup>e</sup> said Joseph three pounds nineteen shillings and ten  
pence two farthings Damages & one pound eleven shillings and eight pence Costs of  
Suit And they may have their Execution thereof. ———— Cron 14<sup>th</sup> Oct<sup>r</sup> 1765

John Merrell of Providence in y<sup>e</sup> County of Providence in y<sup>e</sup> Colony of Rhode Island Mer. Merrell  
Shant p<sup>l</sup>t vs John Harwood of Ware in y<sup>e</sup> County of Hampshire Yeoman def<sup>t</sup>. In a plea  
of Debt wherein y<sup>e</sup> p<sup>l</sup>t Demands against y<sup>e</sup> def<sup>t</sup> Twenty pounds which y<sup>e</sup> def<sup>t</sup> on y<sup>e</sup> twen-  
ty seventh Day of November Anno Dom<sup>i</sup> 1765 by his Bond bound himself to pay to y<sup>e</sup> p<sup>l</sup>t  
on Demand & also Twenty pounds which y<sup>e</sup> def<sup>t</sup> by his other Bond on y<sup>e</sup> same twenty se-  
venth Day of November bound himself to pay to y<sup>e</sup> said p<sup>l</sup>t on Demand & also other  
Twenty pounds which y<sup>e</sup> def<sup>t</sup> on y<sup>e</sup> said twenty seventh Day of November by his other Bond  
bound



22 is and himself is on the return Demand the said John by John Worthington Esq. his  
Attorney appears and y<sup>e</sup> def<sup>t</sup> being three times publicly called to come into Court  
or makes default of appearance here - It is therefore considered by y<sup>e</sup> Court that y<sup>e</sup> def<sup>t</sup>  
do recover against y<sup>e</sup> def<sup>t</sup> Twenty four pounds ten shillings and six pence of Law  
full Money Debt and two pounds eight shillings and eight pence of like Money  
Costs of Court. And he may have his Execution by - Done 15<sup>th</sup> Oct<sup>r</sup> 1765

Godman Noah Godman of South Hadley in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Samuel Col-  
ton Jun<sup>r</sup> of Springfield aforesaid yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Noah  
Demands pay for a Number of Eggs which on y<sup>e</sup> before y<sup>e</sup> first Day of November last  
y<sup>e</sup> said Noah sold to y<sup>e</sup> said Samuel & according to y<sup>e</sup> said Noahs Writ of file of this Term  
in the said Noah being three times publicly called to appear & to answer and the said  
Samuel being in like Manner called is Defaulted and y<sup>e</sup> Case is Dismissed -

Thimberly John Thimberly of Haverbury in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Esq.  
or pl<sup>t</sup> vs Jacob Booth of Granville in y<sup>e</sup> County of Hampshire yeoman def<sup>t</sup> In a plea of  
Booth the Case wherein y<sup>e</sup> said John Demands against y<sup>e</sup> said Jacob eleven pounds nineteen  
shillings and two pence which y<sup>e</sup> said Jacob on y<sup>e</sup> last Day of July last Owed the said  
John to Ballance Booths Account and then promised y<sup>e</sup> said John to pay him y<sup>e</sup> same on  
Demand & - the said John by John Worthington Esq. his Attorney appears and the  
said Jacob being three times publicly called to come into Court makes default  
of appearance here - It is therefore Considered by y<sup>e</sup> Court that y<sup>e</sup> said John Thimberly  
do recover against y<sup>e</sup> said Jacob eleven pounds nineteen shillings and two pence  
of Lawfull Money Damages & two pounds three shillings and eight pence of like Money  
Costs of Suit And he may have his Execution by - Done 12<sup>th</sup> Sep<sup>r</sup> 1765

Sherman Samuel Sherman of Ware in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Oliver Gaylord of  
or Gaylord South Hadley in y<sup>e</sup> County aforesaid yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein the said Sa-  
muel Demands against y<sup>e</sup> said Oliver thirty eight shillings which y<sup>e</sup> said Oliver on the  
seventeenth Day of April last by his Note for Value Received promised y<sup>e</sup> said Samuel to  
pay him on Demand with Interest & also other thirty eight shillings which y<sup>e</sup> said Oliver  
on y<sup>e</sup> said seventeenth Day of April by his other Note for Value Received promised the said  
Samuel to pay him or his Order on Demand with Interest & - also other thirty eight  
shillings which y<sup>e</sup> said Oliver on y<sup>e</sup> said seventeenth Day of April by his other Note for Val-  
ue Received promised y<sup>e</sup> said Samuel to pay him or his Order on Demand with Interest & also  
other thirty eight shillings which y<sup>e</sup> said Oliver on y<sup>e</sup> said seventeenth Day of April by one  
other Note for Value Received promised y<sup>e</sup> said Samuel to pay him or his Order and demand  
with Interest & - also thirty Nine shillings which y<sup>e</sup> said Oliver on said seventeenth Day of  
April by one other Note for Value Received promised y<sup>e</sup> said Samuel to pay him or his  
Order on Demand with Interest & - The said Samuel by John Worthington Esq. his  
Attorney appears and y<sup>e</sup> said Oliver being three times publicly called to come into  
Court makes default of appearance here - It is therefore Considered by y<sup>e</sup> Court nowhere  
that y<sup>e</sup> said Samuel do recover against y<sup>e</sup> said Oliver nine pounds sixteen shillings  
of Lawfull Money Damages & one pound nineteen shillings & two pence of like Money  
Costs of Suit. And he may have his Execution by - Done 15<sup>th</sup> Oct<sup>r</sup> 1765

Colton Simon Colton of Springfield aforesaid Gentleman pl<sup>t</sup> vs Ely Cooley of y<sup>e</sup> said Springfield  
or Cooley yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Simon Demands against the said Ely  
four



Fourteen pounds four shillings & six pence which y<sup>e</sup> said by on y<sup>e</sup> twentieth Day of March  
by his Note for Value Received promised y<sup>e</sup> said Simon to pay him on Demand within  
y<sup>e</sup> said Simon by John Worthington Esq. his Attorney appear and the said  
by being three times publickly called to come into Court makes default of appearance  
It is therefore considered by this Court that y<sup>e</sup> said Simon do recover against the  
said by fourteen pounds twelve shillings and nine pence of Lawfull Money Da-  
mages and one pound twelve shillings of like Lawfull Money Costs of Suit And  
he may have his Execution thereof - - - - - Done 14<sup>th</sup> Decr 1765

John Worthington of Springfield aforesaid Esq. pl<sup>t</sup> vs William Shaw of Palmer in y<sup>e</sup> said Worthington  
County of Hampshire gentleman def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said John demands against y<sup>e</sup> said  
y<sup>e</sup> said William ten pounds which y<sup>e</sup> said William on y<sup>e</sup> third Day of May Anno Dom<sup>i</sup> 1765  
by his Note for Value Received promised y<sup>e</sup> said John to pay him or his Order on De-  
mand with Interest & the said John in his proper person appear And y<sup>e</sup> said William  
being three times publickly called to come into Court makes default of appearance here  
It is therefore considered by this Court that y<sup>e</sup> said John do recover against y<sup>e</sup> said Willi-  
am ten pounds sixteen shillings damages & one pound nine shillings and ten pence of like  
Money Costs & And he may have his Execution thereof - - - - - Done 14<sup>th</sup> Decr 1765

John Moseley of Westfield in y<sup>e</sup> County of Hampshire Gentleman pl<sup>t</sup> vs ~~William Shaw~~ Moseley  
~~William Shaw~~ and Rowell Grauer of ~~Springfield~~ Granville in y<sup>e</sup> said County of Hampshire gentleman  
def<sup>t</sup>. In a plea of Case wherein y<sup>e</sup> said John demands against y<sup>e</sup> def<sup>t</sup> eleven pounds eight shil-  
lings & eight pence which <sup>he and one Rodiah Grauer</sup> ~~they~~ on y<sup>e</sup> ninth Day of May Anno Dom<sup>i</sup> 1765 by their Note for  
Value Received promised y<sup>e</sup> said John to pay him or his Order on Demand with Interest & the  
said John Moseley by John Worthington Esq. his Attorney appear and ~~William Shaw~~  
~~and concealing his name~~ And y<sup>e</sup> said Rowell being three times publickly called to  
come into Court makes default of appearance here - It is therefore considered by this Court  
that y<sup>e</sup> pl<sup>t</sup> do recover against y<sup>e</sup> said Rowell four pounds eleven shillings & five pence  
of Lawfull Money Damages & one pound sixteen shillings and two pence of like Money  
Costs of Suit And he may have his Execution thereof - - - - - Done 14<sup>th</sup> Decr 1765

John Goodrich of Glastenbury in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut gentleman Goodrich  
pl<sup>t</sup> vs John Stephenson of Springfield aforesaid gentleman def<sup>t</sup>. In a plea of Case wherein  
y<sup>e</sup> said John Goodrich demands against y<sup>e</sup> said John Stephenson three pounds eight shil-  
lings and nine pence which y<sup>e</sup> said Stephenson on y<sup>e</sup> third Day of June Anno Dom<sup>i</sup> 1765  
by his Note for Value Received promised y<sup>e</sup> said Goodrich to pay him at or before y<sup>e</sup> twenti-  
eth Day of September then next with Interest from y<sup>e</sup> said time of payment &c. the  
said Goodrich by John Worthington Esq. his Attorney appear And y<sup>e</sup> said Stephenson being three  
times publickly called to come into Court makes default of appearance here - It is there-  
fore considered by this Court that y<sup>e</sup> said Goodrich do recover against y<sup>e</sup> said Stephenson  
four pounds three shillings and four pence of Lawfull Money Damages and two pounds & eight  
pence of like Money Costs of Suit And he may have his Execution thereof - - - - - Done 12<sup>th</sup> Sept: 1765

John Worthington Esq. and Robert Breckin<sup>g</sup> Gentleman both of Springfield aforesaid Breckin<sup>g</sup>  
Attorneys of y<sup>e</sup> Late William Septiment of Jacob White late of said Springfield Gentleman deceased  
pl<sup>t</sup> vs William Shaw of Palmer in y<sup>e</sup> County aforesaid gentleman def<sup>t</sup>. In a plea of Case  
wherein y<sup>e</sup> said Executors Demand against y<sup>e</sup> said William four pounds four shillings which  
y<sup>e</sup> said William on y<sup>e</sup> last Day of July Anno Dom<sup>i</sup> 1759 owed y<sup>e</sup> said Jacob then living for ten-  
dry Articles of Book Account according to y<sup>e</sup> Account annexed to y<sup>e</sup> pl<sup>t</sup> Will and which the said  
William then promised y<sup>e</sup> said Jacob to pay him on Demand & the said John for himself &c



123 and y<sup>e</sup> said Robert appears. And y<sup>e</sup> said William being three times publicly called to come into  
White, 2<sup>d</sup> Court makes Default of appearance here. It is therefore considered that y<sup>e</sup> said Executors do  
Shew } Recover against y<sup>e</sup> said William four pounds & four shillings, Dimes & one pound nine <sup>shillings</sup> and ten  
pence Costs & And they may have their Costs &c. — — — — — Done 10<sup>th</sup> Octo<sup>r</sup> 1765

Benjamin Day of Springfield aforesaid Gentleman and Margaret Jones of y<sup>e</sup> said Springfield  
Gentlewoman Executors of y<sup>e</sup> Last Will and Testament of Cornelius Jones late of y<sup>e</sup> said Spring  
field Gentleman deceased p<sup>ts</sup> vs Elijah Mogen of y<sup>e</sup> said Springfield Yeoman &c. In a plea  
of y<sup>e</sup> Case for that y<sup>e</sup> said Elijah at Springfield aforesaid on y<sup>e</sup> Twenty second Day of Oc  
tober Anno Dom<sup>i</sup> 1764 by his Note of that Date for Value there Received promised the  
said Cornelius then living to pay him or his Order two pounds fourteen shillings on  
Demand with Interest till paid & also for that y<sup>e</sup> said Elijah at said Springfield on y<sup>e</sup>  
last Day of May last was justly Indebted to y<sup>e</sup> said Cornelius then living in the sum  
of Twenty pounds fourteen shillings and five pence to ballance the Account an  
nexed to y<sup>e</sup> p<sup>ts</sup> Will & in Consideration thereof y<sup>e</sup> said Elijah then and there assumed  
on himself and to y<sup>e</sup> said Cornelius faithfully promised to pay him y<sup>e</sup> same on Demand  
yet he has not done it &c. — The p<sup>ts</sup> by John Worthington Esq<sup>r</sup> and y<sup>e</sup> Def<sup>t</sup> by Jonathan  
Bliss Gentlemen their Attorneys come before this Court now here & Agree to Submit  
this Case and all Demands subsisting between them y<sup>e</sup> said parties to y<sup>e</sup> final de  
termination and Award of Mess<sup>rs</sup> Jonathan White John Ingersoll and Lewis Bliss  
(or y<sup>e</sup> Major part of them) Arbitrators mutually chose by y<sup>e</sup> said parties, to be made  
upon y<sup>e</sup> premises and to be Returned into this Court as soon as may be; & they  
pray that their said submission may be made a Rule of this Court; And y<sup>e</sup> same  
is Received & And y<sup>e</sup> Case is Continued &c. — — — — — Rule made &c.

Heremiah Smith Gentleman Noah Goodman Yeoman Moses Montague Yeoman Aaron Nash  
Yeoman and Daniel Moody Yeoman all of South Hadley in y<sup>e</sup> County of Hampshire  
p<sup>ts</sup> vs Moses Miller of Springfield aforesaid Yeoman & Deputy <sup>Sherriff</sup> in y<sup>e</sup> said County Def<sup>t</sup> in  
In a plea of Trespass on y<sup>e</sup> Case for that Whereas y<sup>e</sup> p<sup>ts</sup> at said Springfield on y<sup>e</sup> first Day  
of October Anno Dom<sup>i</sup> 1763 were possessed of forty seven White pine Logs most of them  
marked with our mark commonly used by us for marking our own Timber the Goods  
and Estate of y<sup>e</sup> p<sup>ts</sup> and afterwards y<sup>e</sup> same Day at said Springfield y<sup>e</sup> p<sup>ts</sup> Casually lost  
y<sup>e</sup> same Logs out of their possession and y<sup>e</sup> same Logs there afterwards the same Day by find  
ing came into y<sup>e</sup> hands and possession of y<sup>e</sup> said Moses Nevertheless the said Moses tho he  
knew y<sup>e</sup> said Logs to be y<sup>e</sup> property of y<sup>e</sup> p<sup>ts</sup> and of Right to belong to them yet design  
ing to deceive and defraud y<sup>e</sup> p<sup>ts</sup> in this Respect never delivered y<sup>e</sup> said Logs to the  
p<sup>ts</sup> tho often thereto Requested and particularly on y<sup>e</sup> last Day of July last at said Spring  
field but then and there converted y<sup>e</sup> same Logs to his own proper Use — To y<sup>e</sup> Damage  
of y<sup>e</sup> p<sup>ts</sup> &c Fifteen pounds y<sup>e</sup> parties come before y<sup>e</sup> Court now here and pray that y<sup>e</sup>  
Case may be Continued &c And it is Continued &c. — — — — —

Benjamin Adams of Springfield in y<sup>e</sup> County of Hampshire Yeoman p<sup>ts</sup> vs Phineas Steadman of  
Springfield aforesaid Yeoman Def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Benjamin demands  
against y<sup>e</sup> said Phineas five pounds eighteen shillings and eleven pence which the  
said Phineas on y<sup>e</sup> fifteenth Day of August Anno Dom<sup>i</sup> 1764 by his Note for Value Received  
promised y<sup>e</sup> said Benjamin to pay him on y<sup>e</sup> first Day of September then next &c the said  
Benjamin by John Worthington Esq<sup>r</sup> his Attorney appears and the said Phineas  
being



being three times publickly called to come into Court makes default of appearance here { Adams  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Benjamin do recover against {  
y<sup>e</sup> said Thinehas five pounds eight shillings and eleven pence Damages and One {  
round <sup>thirteen</sup> shillings and five pence costs & he may have execution thereon. - Exon. 2<sup>d</sup> 23<sup>d</sup> Apr<sup>l</sup> 1765

Enoch Root of Richmond in y<sup>e</sup> County of Berkshire yeoman pl<sup>t</sup> vs Reuben Noble of {  
Westfield in y<sup>e</sup> County of Hampshire yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case &c. - The said {  
Root by John Worthington Esq<sup>r</sup>. his Attorney appears and y<sup>e</sup> said Noble being three times {  
publickly called to come into Court makes default of appearance here - It is there-  
fore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Root do recover against y<sup>e</sup> said  
Noble two pounds nineteen shillings and eleven pence two farthings of Lawfull  
Money Damages & two pounds eight shillings of like Lawfull Money Costs  
of Suit And he may have his Execution thereof; - Exon. 2<sup>d</sup> 23<sup>d</sup> Apr<sup>l</sup> 1766

John Worthington of Springfield aforesaid Esq<sup>r</sup>. pl<sup>t</sup> vs Alexander McLean late of y<sup>e</sup> City of Westchester  
of New York in y<sup>e</sup> County and Colony of New York Merchant def<sup>t</sup>. In a plea of y<sup>e</sup> Case {  
for that y<sup>e</sup> said Alexander aforesaid Springfield on y<sup>e</sup> Last Day of June Last being duly in-  
debted to y<sup>e</sup> said John in y<sup>e</sup> sum of thirteen pounds two shillings and eleven pence to be ac-  
cording to y<sup>e</sup> Account annexed to y<sup>e</sup> said John's Writ and in confi-  
deration thereof y<sup>e</sup> said Alexander then and there assumed on himself and to y<sup>e</sup> said  
John faithfully promised to pay him y<sup>e</sup> same on Demand &c. For y<sup>e</sup> Damage of y<sup>e</sup> said  
John fifteen pounds &c. the said John in his proper person appears & certifies this Court  
that y<sup>e</sup> said Alexander at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> said John's Writ was ever since hath been  
and now is out of this province. - the Case is therefore continued &c.

Noah Loomis of Westfield in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Job Smith of Spring- {  
field aforesaid yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Noah Demands against {  
y<sup>e</sup> said Job three pounds eleven shillings which y<sup>e</sup> said Job on y<sup>e</sup> Thirtieth Day of May Last {  
by his Note for Value Received promised y<sup>e</sup> said Noah to pay him on Demand with Interest  
in y<sup>e</sup> said Noah by John Worthington Esq<sup>r</sup>. his Attorney appears and y<sup>e</sup> said Job being  
three times publickly called to come into Court makes Default of appearance here &c.  
It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Noah do recover against the  
said Job three pounds twelve shillings and four pence two farthings of Lawfull  
Money Damages and One pound thirteen shillings and ten pence of like Money Costs  
of Suit And he may have his Execution thereof; - Exon. 2<sup>d</sup> 23<sup>d</sup> Apr<sup>l</sup> 1765

Joseph Frost of Monson in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Thinehas Hedman {  
of Springfield aforesaid yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Joseph De {  
mands against y<sup>e</sup> said Thinehas four pounds eight shillings which y<sup>e</sup> said Thinehas on y<sup>e</sup> {  
twelfth Day of April Last by his Note for Value Received promised y<sup>e</sup> said Joseph to  
pay him on Demand with Interest &c. the said Joseph by John Worthington Esq<sup>r</sup>. his At-  
torney appears and y<sup>e</sup> said Thinehas being three times publickly called to come into  
Court makes Default of appearance here - It is therefore considered by y<sup>e</sup> Court  
now here that y<sup>e</sup> said Joseph do recover against y<sup>e</sup> said Thinehas four pounds ten shil-  
lings and two farthings Damages and One pound fifteen shillings and ten pence Costs  
of Court And he may have his Execution thereof; - Exon. 2<sup>d</sup> 23<sup>d</sup> Apr<sup>l</sup> 1765

Nathan Phillips of Springfield aforesaid yeoman pl<sup>t</sup> vs Daniel Leonard of y<sup>e</sup> said Spring- {  
field yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that whereas aforesaid Springfield on y<sup>e</sup> Twentieth {  
Day of May Anno Dom<sup>i</sup> 1762 Dispute was had between James Phillips of said Springfield {  
Phillips  
Leonard



124 Given on the 1<sup>st</sup> and said Daniel of and Concerning y<sup>e</sup> said James purchasing of said Daniel  
Phillips for a Settlement for said Nathan One Messuage viz a Dwelling house and Eighty Acres  
Leonard of Land Lying on y<sup>e</sup> West side Connecticut River and South side Agawam River at  
a place called y<sup>e</sup> Old field in said Springfield partly in y<sup>e</sup> Inward and partly in the out-  
ward Commons there beginning at y<sup>e</sup> Line between said Inward and Outward Commons  
and on y<sup>e</sup> left hand of y<sup>e</sup> Road that leads from feeding Hills to the little Runing Northerly  
by Joseph Leonard till it comes parallel with a Ditch that comes from y<sup>e</sup> South or Southerly  
and then extends Northerly thirty five Rods and then Southerly One hundred and forty  
Rods by Easterly Branch of Deep gutter about four Rods South of y<sup>e</sup> small Brook that  
Leads into y<sup>e</sup> River & then Easterly agreeable by Line of y<sup>e</sup> said Ditch to y<sup>e</sup> first Bounds  
And that thereupon it was agreed between y<sup>e</sup> said Daniel and the said Nathan that y<sup>e</sup> said  
James should purchase said Estate for said Nathan then if y<sup>e</sup> said Nathan at the end of three  
years should not like to live thereon that said Daniel should take back the said Land and  
Repay the purchase money to him and pay him for any Melior<sup>ation</sup> of his thereof at y<sup>e</sup> Judgment  
of Indifferent Men and that y<sup>e</sup> said Leonard should at y<sup>e</sup> end of three years have the same  
Liberty of having y<sup>e</sup> said Bargain and Sale Vacated he paying to y<sup>e</sup> said Phillips the Damages  
he should sustain thereby to be appraised by Indifferent Men And y<sup>e</sup> said Phillips in pursu-  
ance of a Release to pay said Leonard so much as he should dammify said Estate  
And y<sup>e</sup> said Nathan says that y<sup>e</sup> said James then and there in behalf & for y<sup>e</sup> self and benefit  
of y<sup>e</sup> said Nathan Bargained for and purchased y<sup>e</sup> Lands and premises before described  
and then and there paid y<sup>e</sup> said Daniel One hundred pounds for y<sup>e</sup> same and took a  
Deed of Bargain and Sale from y<sup>e</sup> said Daniel to himself of y<sup>e</sup> same to hold y<sup>e</sup> same (as in  
said Deed is expressed) to him and his heirs to his and their proper use the same being then  
and there intended by y<sup>e</sup> said James and Nathan to be for y<sup>e</sup> self and Benefit of said Na-  
than & his heirs of which y<sup>e</sup> said Daniel was then and there well knowing and the said Da-  
niel in consideration of said purchase and payment so made as aforesaid and in con-  
sideration of y<sup>e</sup> said Nathan's Agreement with y<sup>e</sup> said Daniel according to y<sup>e</sup> proposal aforesaid  
said viz that y<sup>e</sup> said Bargain might be Vacated at y<sup>e</sup> end of three years on y<sup>e</sup> Election  
of y<sup>e</sup> said Leonard as aforesaid the said Daniel then and there by his Writing Under his  
hand of that Date promised y<sup>e</sup> said Nathan that if he did not like to live at y<sup>e</sup> Old field  
meaning on said Lands at y<sup>e</sup> end of three years meaning at y<sup>e</sup> end of three years from  
that time that then he would take that Eighty Acres of Land he sold him (meaning y<sup>e</sup>  
Land aforesaid) and pay to said Nathan what he paid for it (meaning the aforesaid purchase  
money being a hundred pounds as aforesaid) in a reasonable time and also to pay him  
so much money more as he should make y<sup>e</sup> said house and Land better at y<sup>e</sup> Judgment of  
Indifferent Men and to pay that also in a Reasonable time. And y<sup>e</sup> said Nathan saith  
that at y<sup>e</sup> end of three years from y<sup>e</sup> said seventh Day of May he greatly disliked to live on  
said Land and then at said Springfield gave notice thereof to said Daniel to take the same  
and premises before described back again to himself according to his said Agreement  
and said Nathan says he then and there offered said Daniel his Deed aforesaid made  
as aforesaid (y<sup>e</sup> same being neither acknowledged nor Recorded) that y<sup>e</sup> said Daniel might  
cancel y<sup>e</sup> same the said James or the said Nathan not having made any conveyance of y<sup>e</sup>  
said Lands or any part thereof nor done any act whereby y<sup>e</sup> Estate of y<sup>e</sup> said Daniel in  
the said Lands might any way be prevented or Defected and y<sup>e</sup> said Nathan requested the said  
Daniel that in this or any other way that might be he would take again y<sup>e</sup> said Bargained  
premises and pay him y<sup>e</sup> purchase money aforesaid and so much as he had made the  
said house and Land better as aforesaid and y<sup>e</sup> said Meliorations of y<sup>e</sup> same premises  
might



might be determined between them by Indifferent Men to be mutually chosen by them for that purpose but y<sup>e</sup> said Daniel then and there utterly refused to take back y<sup>e</sup> said Bargain & premises or to pay y<sup>e</sup> said Nathan the purchase money aforesaid or any part thereof or to pay him so much as y<sup>e</sup> said Nathan made y<sup>e</sup> said House and Land better in said term or any part thereof which Melioration of said House and Land said Nathan says was fifty pounds and y<sup>e</sup> said Daniel hath ever since refused to take said Land and premises aforesaid notwithstanding y<sup>e</sup> Notice and Request aforesaid or to pay said Nathan y<sup>e</sup> sum aforesaid or any part thereof tho he hath had Reasonable time to do it & still Neglects to do so y<sup>e</sup> Court now here and agree to submit this Case to y<sup>e</sup> final Determination and Award of sixish Dwigth Esq. Edward Pynchon Esq. & Deacon Jonathan White all of y<sup>e</sup> said Springfield or y<sup>e</sup> Major part of them Arbitrators mutually chose by y<sup>e</sup> said parties to be made upon the premises and to be returned into this Court as soon as may be And y<sup>e</sup> said Submission is received And y<sup>e</sup> same made a Rule of this Court & And y<sup>e</sup> Case is continued & And y<sup>e</sup> Court made Timothy Bliss of Springfield aforesaid Gentleman pl<sup>t</sup> vs Luke Hitchcock Yeoman and George Hitchcock Yeoman & Deputy Sheriff both of y<sup>e</sup> said Springfield def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> pl<sup>t</sup> Demand against y<sup>e</sup> Def<sup>t</sup> fifty six pounds which y<sup>e</sup> def<sup>t</sup> on y<sup>e</sup> Ninth Day of August Anno Dom<sup>i</sup> 1764 by their Note for Value Received promised y<sup>e</sup> pl<sup>t</sup> to pay him on Demand with Interest & the pl<sup>t</sup> by John Worthington Esq. his Attorney appears & the Def<sup>t</sup> being three times publicly called to come in to Court make Default of Appearance here It is therefore considered by this Court that y<sup>e</sup> said Timothy do Recover a sum of y<sup>e</sup> def<sup>t</sup> fifty nine pounds four shillings and six pence of Lawfull Money Damages and one pound eleven shillings and eight pence of like Lawfull Money Costs of Suit And he may have his Execution thereof

Samuel Kellogg of Westfield In y<sup>e</sup> County of Hampshire Yeoman pl<sup>t</sup> vs Beldad Fowler of y<sup>e</sup> said Westfield Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case for that Whereas a y<sup>e</sup> said Westfield on y<sup>e</sup> fifteenth Day of December Anno Dom<sup>i</sup> 1762 One Isaac Mixer of a place called Mum-ber Nine in said County of Hampshire for Value then by him Received of said Samuel made and Delivered to y<sup>e</sup> said Samuel his y<sup>e</sup> said Isaac a set of severall promissary Notes under his hand of that Date by y<sup>e</sup> One of which y<sup>e</sup> said Isaac promised said Samuel to pay him thirty three pounds six shillings and eight pence in one year from that Date in Manner following viz y<sup>e</sup> Value of one third part thereof in Neat Cattle and of one third part thereof in White pine Boards and one third part thereof in Cash with Interest for y<sup>e</sup> same from y<sup>e</sup> Date till paid And by his said other Note promised said Samuel to pay him alike sum of thirty three pounds six shillings and eight pence in Manner as aforesaid viz y<sup>e</sup> Value of one third part thereof in Neat Cattle & of one third part thereof in White pine Boards and y<sup>e</sup> other third part thereof in Cash within two years from y<sup>e</sup> Date with Lawfull Interest for y<sup>e</sup> same from y<sup>e</sup> Date till paid and afterwards viz on y<sup>e</sup> eighteenth Day of June Anno Dom<sup>i</sup> 1764 in a y<sup>e</sup> special Instance and Request of y<sup>e</sup> said Beldad y<sup>e</sup> said Samuel at said Westfield Bargained and sold the same Notes (the Contents of each of them being wholly Unpaid) to y<sup>e</sup> said Beldad and ordered said Isaac to pay said Beldad the whole of y<sup>e</sup> Contents thereof according to y<sup>e</sup> Tenor of y<sup>e</sup> same Note and y<sup>e</sup> said Beldad then and there in consideration thereof promised said Samuel to pay him a sum equal to y<sup>e</sup> Contents of y<sup>e</sup> said two Notes in a Reasonable time from that Day in Manner following viz to pay y<sup>e</sup> same partly in Goods out of his said Beldads Shop and partly by Discounting such Bills or Demands as he had against other persons to whom said Samuel was Indebted as y<sup>e</sup> said Samuel should Request him to discount in order to satisfy



225 said Samuel said Seth and partly by giving said Samuel good promissary Notes of hand pay-  
able from other persons (of ability to pay) to said Biddad and to make up and satisfy in the  
ways y<sup>e</sup> whole sum aforesaid And y<sup>e</sup> said Samuel says said Biddad has Received of said  
Isaac the whole of y<sup>e</sup> Contents of said Isaac's two Notes aforesaid made to said Samuel  
and by him sold to said Biddad as aforesaid Nevertheless the said Biddad his promise a-  
foresaid to y<sup>e</sup> said Samuel not Regarding but designing y<sup>e</sup> said Samuel in this regard to  
deceive and Defraud hath never paid or satisfied the said Samuel the Contents of y<sup>e</sup>  
said Isaac's two Notes aforesaid according to his promise aforesaid either in goods and  
of his shop or by Discounts and satisfying said Samuel's Debts or by other persons Notes  
passed over to said Samuel nor by all these or by any other ways whatsoever but tho  
often Requested he Unjustly Neglects it - And also for that whereas the said Biddad  
affaid Westfield on y<sup>e</sup> same eighteenth Day of June Anno Dom 1764 Received of y<sup>e</sup> said Sa-  
muel one other Note under hand of y<sup>e</sup> said Isaac Mixer payable to said Samuel for the  
sum of Twenty Nine pounds Nine shillings and Nine pence with Intrest to Collect  
the Contents thereof and to Render his Reasonable amount thereof to y<sup>e</sup> said Samuel  
in a Reasonable time and y<sup>e</sup> said Biddad in Consideration thereof then and  
there by his Note in Writing under his hand promised y<sup>e</sup> said Samuel to Collect the  
Contents of y<sup>e</sup> said Note last aforesaid of y<sup>e</sup> said Isaac & to render to y<sup>e</sup> said Samuel his  
Reasonable amount thereof in a Reasonable time & the said Samuel says the said  
Biddad hath had Reasonable time to Collect y<sup>e</sup> Contents of y<sup>e</sup> said Note last Mentioned  
of said Isaac and to have Rendered his amount thereof to y<sup>e</sup> said Samuel yet Disregard-  
ing his promise aforesaid said Biddad hath never done it but tho often Requested  
Neglects to do it - And also for that y<sup>e</sup> said Biddad affaid Westfield on y<sup>e</sup> said eight-  
teenth Day of June Anno Dom 1764 being Justly Indebted to y<sup>e</sup> said Samuel in y<sup>e</sup>  
sum of other Twenty Nine pounds Nine shillings and Nine pence for so much by  
the said Biddad before that time there Received to y<sup>e</sup> Use of said Samuel he the said  
Biddad then and there viz affaid Westfield on said eighteenth Day of June in Con-  
sideration thereof promised said Samuel to pay him y<sup>e</sup> same sum on Demand yet tho  
often Requested y<sup>e</sup> said Biddad hath never paid y<sup>e</sup> same but Unjustly Neglects it  
and Neglects to perform either of y<sup>e</sup> several promises aforesaid - To y<sup>e</sup> Damage  
of y<sup>e</sup> said Samuel One hundred pounds - The parties now come here and Agree to  
Submit this Case with all other Demands subsisting between them to y<sup>e</sup> final Deter-  
mination and Award of Major Benjamin Day Deacon Ebenezer Hunt and Deacon  
Nathaniel Brewer (or any two of them) Arbitrators Mutually Chose by the said  
parties to be made upon y<sup>e</sup> premises and to be Returned into this Court as soon  
as may be - And they pray that their said Agreement and Submission may be  
Received and made a Rule of this Court - And it is Received and made a Rule &  
And y<sup>e</sup> Case is Continued to - - - paper given to y<sup>e</sup> Chairman

Elijah Hogen of Springfield aforesaid Yeoman pl<sup>t</sup> vs William Smith of y<sup>e</sup> same Spring-  
field Yeoman def<sup>t</sup> In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said Elijah Demands against the  
said William seven pounds twelve shillings and eight pence which y<sup>e</sup> said Wil-  
liam on y<sup>e</sup> twenty sixth Day of April Anno Dom 1764 by his Note for Value Re-  
ceived promised y<sup>e</sup> said Elijah to pay him on Demand with Intrest & the said Eli-  
jah by John Worthington bro<sup>r</sup> his Attorney appears And y<sup>e</sup> said William being  
three times publickly called to come into Court makes default of appearance  
here



It is therefore considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Elijah do recover against the <sup>Progen</sup>  
said William four pounds nine shillings and one penny of Lawfull Money Damages <sup>or</sup>  
and one pound ten shillings and eleven pence of like Lawfull Money Costs of <sup>White</sup>  
Court and he may have his Execution thereof. — — — — — Done 25<sup>th</sup> Sep: 1765

William Eastman of South Hadley in y<sup>e</sup> County of Hampshire yeoman pl<sup>t</sup> vs Oliver Gaylord Eastman  
of South Hadley yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case wherein y<sup>e</sup> said William Demands <sup>or</sup> Gaylord  
against y<sup>e</sup> said Oliver one pound seven shillings and eleven pence which y<sup>e</sup> said Oliver  
on y<sup>e</sup> sixth Day of April Anno Dom 1762 by his Note for Value Received promised the  
said William to pay him on Demand with Interest also two pounds two shillings and  
and six pence (which y<sup>e</sup> said Oliver on y<sup>e</sup> fifteenth Day of November Anno Dom 1763 by  
his Note for Value Received promised one James Lammon to pay him or his Order on  
Demand with Interest which said Note y<sup>e</sup> said James Indorsed over to y<sup>e</sup> said William —  
The said William by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Oliver be-  
ing three times publickly called to come in to Court makes default of appearance  
It is therefore considered by this Court that y<sup>e</sup> said William do recover against  
y<sup>e</sup> said Oliver three pounds ten shillings and two pence of Lawfull Money Damages  
and one pound fifteen shillings and nine pence of like Money Costs of Court  
and he may have his Execution thereof. — — — — — Done 25<sup>th</sup> Sep: 1765

James Nivins of Springfield aforesaid Gentleman pl<sup>t</sup> vs Daniel Lamb of Wethersham in the <sup>Wethersham</sup>  
said County of Hampshire yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that y<sup>e</sup> said Daniel y<sup>e</sup> said <sup>or</sup> Lamb  
Springfield on y<sup>e</sup> twenty ninth Day of August Anno Dom 1764 by his Note under his hand  
duly executed of that Date for Value Received promised y<sup>e</sup> said James to pay him y<sup>e</sup> full  
and true sum of sixteen pounds four shillings and eight pence Lawfull Money on De-  
mand with Lawfull Interest from said Date till paid — but y<sup>e</sup> said Daniel tho often there-  
to Requested hath never fulfilled his said promise & by Damage of y<sup>e</sup> said James Twenty  
pounds & The said James by John Worthington Esq<sup>r</sup> his Attorney appears & this Court are  
now certified that y<sup>e</sup> said Daniel at y<sup>e</sup> time of y<sup>e</sup> service of y<sup>e</sup> pl<sup>t</sup> writ was ever since hath  
been and now is out of this province & It is therefore considered that y<sup>e</sup> Case be Cont<sup>d</sup>.

Richard Ingersoll of Wiltinton in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut yeoman <sup>Ingersoll</sup>  
pl<sup>t</sup> vs John Ingersoll of South Primfield in y<sup>e</sup> County of Hampshire yeoman def<sup>t</sup>. In a plea <sup>or</sup>  
of y<sup>e</sup> Case wherein y<sup>e</sup> said Richard Demands against y<sup>e</sup> said John Twenty pounds which <sup>Ingersoll</sup>  
y<sup>e</sup> said John on y<sup>e</sup> eighteenth Day of April Anno Dom 1764 by his Note for Value Received  
promised y<sup>e</sup> said Richard by y<sup>e</sup> first Day of December then Next & — The said Richard being  
three times publickly called to come in to Court <sup>doth not come but is</sup> ~~in default~~ <sup>non suit</sup>  
and the said <sup>John</sup> being in line <sup>makes</sup> called does not come here therefore Def<sup>t</sup> & Case is Dismissed

Joll dly of Springfield aforesaid yeoman pl<sup>t</sup> vs Benjamin Leonard Jun<sup>r</sup> of y<sup>e</sup> same place <sup>or</sup> Leonard  
field yeoman def<sup>t</sup>. In a plea of y<sup>e</sup> Case for that Whereas said Joll and said Benjamin aforesaid  
Springfield for several years next immediately preceding y<sup>e</sup> fourth Day of January An.  
no Dom 1764 were engaged together in a Joint Trade in partnership under an Agree-  
ment Originally made and subsisting between them & equally and mutually shar-  
ing between them y<sup>e</sup> profits or bearing y<sup>e</sup> loss that would happen therefrom and that  
either of them would at any time when Reasonable Required pay to y<sup>e</sup> other his  
proportionable share of what ever sum y<sup>e</sup> said Company should be Indebted on  
in Answer to such party as should have advanced more than his proportion to y<sup>e</sup> said Com-



126 mon Stock or House have Received Less than his proportion of said Company's Effects  
by and said Joel says that at said Springfield on said fourth Day of January Anno Domini  
1764 The said Joel and said Benjamin accounted together of all their said partnership  
and Company Accounts and then and there settled y<sup>e</sup> same between themselves and that  
an y<sup>e</sup> Commutation and Settlement of y<sup>e</sup> same Account to the said Company were then  
and there found in Arrear to said Joel and Indebted to him the Sum of Eighty five pound  
seven shillings and five pence and being so found in Arrear to said Joel the said Benja-  
min then and there in Consideration thereof Assumed on himself and said Joel  
faithfully promised that he said Benjamin would pay to said Joel the One half of  
that Sum being forty two pound Thirteen shillings and eight pence two farthings  
whenever he should be afterward thereto Required yet y<sup>e</sup> said Benjamin tho often  
Requested hath never paid y<sup>e</sup> same or any part thereof but unjustly Neglects to do  
it & say Damage of said Joel to fifty pounds — The pl<sup>t</sup> by John Worthington  
Esq<sup>r</sup> and y<sup>e</sup> Def<sup>t</sup> by Moses Bliss Gentleman his Attorney come here — And Agree to submit  
this Case with all other Demands justifying between them to y<sup>e</sup> final Determination  
and Award of George Symon Gentleman Lewis Bliss Gentleman & Elisha Parkynson  
Gentleman (or any two of them) Arbitrators mutually chose by y<sup>e</sup> said parties to be made  
upon y<sup>e</sup> premises and returned into this Court as soon as may be and they pray that  
their said Submission may be Received & And y<sup>e</sup> same is Received and made a Rule &  
And y<sup>e</sup> Case is Continued to — — — — — peremptory to John Worthington

by and said Joel of Springfield aforesaid Plaintiff vs Beldad Fowler of Westfield in y<sup>e</sup> said County  
of Hampshire Defendant In an plea of Trespass on y<sup>e</sup> Case and whereon said Joel says that  
on y<sup>e</sup> Eleventh Day of March Anno Domini 1763 One Samuel Dumbleton of Springfield aforesaid  
made his certain Note in writing under his hand of that Date called a promissory Note and  
y<sup>e</sup> same Note by said Beldad delivered by which Note y<sup>e</sup> said Samuel promised y<sup>e</sup> said Beldad  
to pay him or Order four pound Ten shillings on Demand with Interest for y<sup>e</sup> same till  
paid Value Received and afterwards viz on y<sup>e</sup> tenth Day of August then Next the said Beldad  
by his Indorsement with his own proper hand subscribed and made on y<sup>e</sup> same Note y<sup>e</sup>  
signed that Note to said Joel and by y<sup>e</sup> said Indorsement ordered y<sup>e</sup> said Samuel to pay y<sup>e</sup>  
Contents of y<sup>e</sup> same Note to said Joel and y<sup>e</sup> said Joel says that after y<sup>e</sup> Appointment and ap-  
pointment aforesaid as aforesaid made viz on said tenth Day of August at said Springfield he  
showed y<sup>e</sup> same Note and y<sup>e</sup> Indorsement thereon to said Samuel and then and there Required  
the said Samuel to pay him y<sup>e</sup> Contents of said Note according to y<sup>e</sup> tenor of said Note and y<sup>e</sup> In-  
dorsement thereon but y<sup>e</sup> said Samuel did not pay y<sup>e</sup> same nor hath he yet paid the same but  
then Required and ever after hath hitherto Refused to pay y<sup>e</sup> same whereof said Beldad af-  
terwards viz on y<sup>e</sup> Last Day of September then next following had Notice at said Spring-  
field by means whereof said Beldad became and was liable and is liable to pay the same  
to said Joel and being so liable y<sup>e</sup> said Beldad afterwards viz on y<sup>e</sup> same Last Day of Septem-  
ber at said Springfield in Consideration thereof promised y<sup>e</sup> said Joel to pay him the same  
Contents of said Note on Demand but y<sup>e</sup> said Beldad tho often Requested hath never paid  
the same but unjustly Neglects to do — And y<sup>e</sup> said Joel further says that said Beldad on y<sup>e</sup>  
Last Day of June last y<sup>e</sup> said Beldad being Justly Indebted to said Joel Thirteen pound twelve  
shillings and two pence to be the same Account according to y<sup>e</sup> Account Annexed to y<sup>e</sup> said Jo-  
els writ in Consideration thereof y<sup>e</sup> said Beldad then and there promised said Joel to pay him  
the same Sum on Demand <sup>but hath not</sup> nor hath he ever performed either of his said promises but Neglects to  
and also for that Whereas at said Springfield on y<sup>e</sup> twelfth Day of December last Beldad  
was



was had between said Joel and said Billed of said Joel selling and Delivering to said Billed. Selling  
his y<sup>e</sup> said Joel Silver Watch of value of six pounds which he then had therefor y<sup>e</sup> said Billed in  
had brown horse which he had from one Beard of Belmeh in y<sup>e</sup> County of Berkshire Fowler  
which horse y<sup>e</sup> said Billed said he then had at said Westfield and in a good Estate as when  
said Joel had before seen y<sup>e</sup> said horse there and that on said Dipouge they then agreed upon  
said Bargain & Sale & that y<sup>e</sup> said Joel then and there bargained sold and delivered his said  
Watch to said Billed an purchase agreement and y<sup>e</sup> said Billed in consideration thereof then  
and there promised said Joel to deliver y<sup>e</sup> said horse to y<sup>e</sup> said Joel within Twenty four Hours  
in a good Estate and p<sup>er</sup>lig<sup>er</sup> as when y<sup>e</sup> said Joel had before seen him at Major Days at said  
Springfield as aforesaid Never the less y<sup>e</sup> said Billed his promise aforesaid not regarding but  
designing to receive and Defraud said Joel in that behalf did not deliver y<sup>e</sup> said horse  
in y<sup>e</sup> time or in such good Estate and p<sup>er</sup>lig<sup>er</sup> as when y<sup>e</sup> said Joel saw him at Major Days  
as aforesaid nor at any time whatever but always neglected to do it tho y<sup>e</sup> said Joel was  
always ready to receive him nor hath y<sup>e</sup> said Billed any ways fulfilled his said promise  
in neglect to do so. For Damage of y<sup>e</sup> said Joel & Twenty five pounds The parties in their  
proper persons come before this Court now here and agree to submit this Case together with all  
other Demands & Disputing between them to y<sup>e</sup> final Determination and Award of Messrs. Moses D<sup>ick</sup>  
Rich Caldwell and Daniel White or y<sup>e</sup> Major part of them (Arbitrators mutually Chose  
by y<sup>e</sup> said parties) to be made on y<sup>e</sup> premises and returned into this Court as soon as may be &  
And y<sup>e</sup> said Submission and Agreement is Received & Made a Rule on And y<sup>e</sup> Case is bound &  
Rule made on

Nathan Fifth Son of Greenwich in y<sup>e</sup> County of Hampshire j<sup>un</sup>ior pl<sup>t</sup> vs William Williams Fifth  
of Springfield in y<sup>e</sup> County of Berkshire D<sup>ef</sup> In plea of y<sup>e</sup> Case for that Whereas the said Sitting  
William at said Springfield on y<sup>e</sup> second Day of July last was justly Indebted to y<sup>e</sup> said Nathan (William)  
the sum of three pounds six shillings and eight pence for labor and Service by y<sup>e</sup> said Na-  
than before that time for y<sup>e</sup> term of one Month and Twenty one Days & half done and per-  
formed for said William at his special Instance and Request he y<sup>e</sup> said William in Conside-  
ration thereof at said Springfield on said second Day of July assumed on himself and to the  
said Nathan faithfully promised that he would pay him y<sup>e</sup> same sum on Demand - And  
also for that Whereas on y<sup>e</sup> same second Day of July at said Springfield y<sup>e</sup> said Nathan had labored  
for y<sup>e</sup> said William at his y<sup>e</sup> said William special Instance and Request other term of one  
Month and twenty one Days & half in and about y<sup>e</sup> said William's Business he y<sup>e</sup> said William  
then and there in Consideration thereof undertook and to y<sup>e</sup> said Nathan faithfully promised  
that he would Content and pay to y<sup>e</sup> said Nathan all such sums of Money as he the said Na-  
than deserved to have for y<sup>e</sup> labor last above mentioned to be done and performed by said Na-  
than for said William whenever he y<sup>e</sup> said William should be thereto Required & the said Nathan  
in fact faith that he reasonably deserved to have for y<sup>e</sup> same labor last aforesaid other  
three pounds six shillings & eight pence of which y<sup>e</sup> said William afterwards viz y<sup>e</sup> same Day  
and year at Springfield aforesaid had Notice. But said William tho often Requested hath  
never paid either of said sums but Unjustly neglected it - For Damage of y<sup>e</sup> said Na-  
than & seven pounds - The said Nathan by John Worthington Esq<sup>r</sup> his Attorney appear  
And y<sup>e</sup> said William by Simon Strong Gentleman his Attorney does here & Defends &  
and Reserving Liberty to waive this Demand and make any new plea on y<sup>e</sup> trial of  
y<sup>e</sup> Appeal says that y<sup>e</sup> p<sup>er</sup>th Declaration and the Matters therein contained are insuffi-  
cient in Law. that he y<sup>e</sup> said William is not bound by y<sup>e</sup> Law of y<sup>e</sup> Land to answer  
thereto wherefore for want of a sufficient Declaration he prays Judgment and that



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his Costs may be adjudged to him - And y<sup>e</sup> p<sup>l</sup> by his said Attorney Comfording says his Declaration is sufficient and thereof prays Judgment and Judgment for his Damages and Costs - Thereupon all and singular y<sup>e</sup> premises being viewed and by y<sup>e</sup> Court now here fully Understood It appears that y<sup>e</sup> said Declaration of y<sup>e</sup> said Nathan is good and sufficient and well brought in - It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said Nathan do Recover against y<sup>e</sup> said William (with y<sup>e</sup> said Nathan Consent) three pounds six shillings and eight pence of Lawfull Money Damages and Costs of Suit Taxed at office Money And he may have his Exon thereof - The said William by his said Attorney Appeals from y<sup>e</sup> Judgment of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on y<sup>e</sup> fourth Tuesday of September Next and he Recognizes with Sureties as y<sup>e</sup> Law directs for y<sup>e</sup> said William prosecuting the Appeal with Effect as by y<sup>e</sup> said Recognizance on file appears -

Worthington  
John Worthington Esq<sup>r</sup> & Robert Breckinridge Gentleman both of Springfield aforesaid p<sup>l</sup> vs  
Jelly  
Jelly of y<sup>e</sup> said Springfield Yeoman def<sup>t</sup> In plea of y<sup>e</sup> Case wherein y<sup>e</sup> p<sup>l</sup> Demand against y<sup>e</sup> said Jelly forty shillings and four pence which y<sup>e</sup> said Jelly on y<sup>e</sup> twentieth Day of November Anno Domini 1763 by his Note for Value Received promised y<sup>e</sup> p<sup>l</sup> to pay them within three months with Interest y<sup>e</sup> said John for himself and for said Robert appears and the said Jelly being three times publicly called to come into Court makes default of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> p<sup>l</sup> do Recover against the said Jelly two pounds four shillings and seven pence of Lawfull Money Damages and One pound ten shillings and two pence of like Lawfull Money Costs of Court and they may have their Execution thereof - Done 12<sup>th</sup> Sept 1765

Gill  
or  
Torrey  
John Gill of Middletown in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Connecticut Yeoman p<sup>l</sup> vs  
Torrey  
Noah Torrey of Springfield aforesaid Yeoman def<sup>t</sup> In plea of y<sup>e</sup> Case wherein the said John Demand against y<sup>e</sup> said Noah ten pounds in shillings and ten pence which y<sup>e</sup> said Noah on y<sup>e</sup> seventeenth Day of May last by his Note for Value Received promised y<sup>e</sup> said John to pay him on Demand with Interest The said John by John Worthington Esq<sup>r</sup> his Attorney appears and y<sup>e</sup> said Noah being three times publicly called to come into Court makes default of appearance here It is therefore Considered by y<sup>e</sup> Court now here that y<sup>e</sup> said John Gill do Recover against y<sup>e</sup> said Noah ten pounds ten shillings and five pence two farthings Damages and two pounds four shillings and four pence Costs of Court and he may have his Execution thereof - Done 12<sup>th</sup> Sept 1765

Fowler  
Billed Fowler of Westfield in y<sup>e</sup> County of Hampshire Yeoman p<sup>l</sup> vs Moses Dewey of y<sup>e</sup>  
Dewey  
James Westfield Yeoman and a Deputy Sheriff under Oliver Partridge Esq<sup>r</sup> Sheriff of the said County of Hampshire def<sup>t</sup> In plea of Trespass on y<sup>e</sup> Case wherein y<sup>e</sup> said Billed complains against y<sup>e</sup> said Moses for this that y<sup>e</sup> said Billed sued out a Writ of Execution upon a Judgment obtained at an Inferiour Court for said County of Hampshire on y<sup>e</sup> second Tuesday of November last against one John Ingersoll of said Westfield and delivered y<sup>e</sup> same to y<sup>e</sup> said Moses to be executed y<sup>e</sup> said Moses being then and ever since a Deputy Sheriff, yet the said Moses hath never executed and Returned y<sup>e</sup> said Execution the said Billed appears and says he will no further prosecute his said Action against y<sup>e</sup> said Moses - And y<sup>e</sup> said Moses comes before this Court now here and prays that his Costs may be allowed him in defending himself against y<sup>e</sup> suit of y<sup>e</sup> said Billed - It is therefore Considered by the Court that y<sup>e</sup> said Moses do Recover against y<sup>e</sup> said Billed one pound one shilling and ten pence Costs of suit and he may have his Execution thereof - Done 12<sup>th</sup> Sept 1765



Abraham Gibbs of Greenwich in y<sup>e</sup> County of Hampshire Yeoman Compt<sup>r</sup> vs Oliver Ryfelle  
of y<sup>e</sup> said Greenwich Cordwainer Appellant - Humbly shewing that y<sup>e</sup> said Abraham at a  
Court held before John Dwyer Esq<sup>r</sup> one of his Majesty's Justices of y<sup>e</sup> peace for y<sup>e</sup> said Count<sup>y</sup>  
of Hampshire at Wokingfield aforesaid on y<sup>e</sup> Twentieth Day of May last by  
the Consideration of y<sup>e</sup> said Justice he recovered Judgment against y<sup>e</sup> said Oliver for Twen-  
ty eight shillings and eight pence Damages and twenty one shillings and two pence Costs  
of suit from which y<sup>e</sup> said Oliver appealed to this Court now here and Recor-  
mised to prosecute his said Appeal with Effect, but has failed to do, the said Abraham there-  
fore prays that y<sup>e</sup> former Judgment may be affirmed with Addition of Interest and Costs  
It is therefore considered that y<sup>e</sup> said former Judgment be affirmed And that y<sup>e</sup> said Abra-  
ham do Recover against y<sup>e</sup> said Oliver one pound Nineteen shillings and two pence three  
farthings of lawful Money Damages and two pounds twelve shillings of like Money Costs of Suit  
and he may have his Execution hereof &c

The foregoing Judgments & Rules being  
made and entered up in manner afores.  
the said Court then adjourned without day  
Attest W<sup>m</sup> Williams Clerk.







At his Majesty's Court of General Sessions of the peace holden  
at Springfield within and for the County of Hampshire on the  
Last Tuesday of August, being the twenty seventh day of the said  
month (and de die in diem to the third day of Sept.) Anno Domini 1765

Court of  
General  
Sessions  
August  
1765.

The Justices of the said Court hereafter  
named were present & attended as follows

Israel Williams Esq & attended 5 days  
John Worthington Esq & attended 7 days  
Josiah Dought Esq & attended 7 days  
Joseph Hawley Esq & attended 5 days  
Tim Dought Junr Esq & attended 7 days  
Thomas Williams Esq & attended 7 days  
Josiah Chauncy Esq & attended 4 days  
Uearar Porter Esq & attended 3 days  
Eldad Taylor Esq and attended 3 days  
Daniel Burt Esq & attended 4 days

Grand Jurors —

Nathaniel Brewer foreman  
Richard Woolworth  
Nathaniel Clarke  
John Wright  
Jonathan Worner  
Noah Coleman  
Will<sup>m</sup> Sacket  
Jonathan Arms dismis<sup>d</sup> 4<sup>th</sup> day  
John Clary  
Ebenzer Field  
Jonathan James attend 2 days only  
Daniel Gray  
Israel Gibbs  
Benjamin Cooley  
John Smith  
Jeremiah Meacham  
Ezra Rose  
John Smith 2<sup>d</sup>  
Joseph Lathman  
Anthony Needham —

- This Jury attended 5 days & -  
& W<sup>m</sup> Moses Miller was their attendant

Jury for Trials  
Thomas Stebbins fore<sup>m</sup>  
Joseph Bedortha 2<sup>d</sup>  
William Clark  
Benj<sup>m</sup> Wait  
Araria Dickinson  
Joseph Moor  
David Hoit  
Joseph Field  
Thomas Lombard  
Noah Dickinson  
John Tibbals  
George Wood

In these cases viz  
D<sup>r</sup> Rex vs Aaron Smith  
Id. vs John Shearer  
Id. vs James Nimmoix  
Id. vs Justus Sacket  
Id. vs Silas Fowler  
Mr Tho<sup>s</sup> Stebbins was off &  
Noah Dickinson also in 1<sup>st</sup> first.  
St<sup>r</sup> Obad<sup>t</sup> Dickinson (who was fore<sup>m</sup>)  
& Thimmas Mirick were on  
in 1<sup>st</sup> case of 1<sup>st</sup> King agt Smith  
John Symonds vs Shearer  
John Morgan Junr vs Nimmoix  
& vs Sacket  
& Hugh M<sup>r</sup> Masters vs Fowler —  
de Tal<sup>l</sup> circum<sup>l</sup>

W<sup>m</sup> Clark was fore<sup>m</sup> in all of cases excepted save that of Smith —

And so to wit at the Court of General Sessions of the peace holden at the P<sup>r</sup> D<sup>r</sup> Rex  
Springfield on the third Tuesday of May last by the Oath of twelve Jurors it is presented  
that Aaron Smith of Athol in the County of Worcester yeoman on the twelfth day of  
February last past at Amherst in said County of Hampshire did wittingly & willingly  
with force and Arms hunt and kill one wild deer and then and there had in his possession  
the raw skin and raw flesh of two wild Deer killed at Amherst aforesaid on the twelfth  
day of February last as aforesaid and since the twenty first day of December last past  
contrary to a Law of this Province in such Case made and provided and against y<sup>e</sup> peace  
of the said Lord the King his Crown and Dignity. Whereupon it was Commanded to  
the Sheriff & And now comes before the Court of the said Lord the King now here the said  
Aaron Smith in his proper person (being held by recognizance) And being put to plead and  
answer to the presentment aforesaid he says that he is not guilty thereof and of this he puts  
himself upon the Country for a Trial, & John Worthington Esq Who for Sovereign Lord the  
King in this behalf prosecutes likewise doth the same. Thereupon the Jurors for this in-  
panelled and demanded likewise did come who to say the Truth concerning the premises  
being sworn say upon their Oath that the aforesaid Aaron Smith of the Trepass & offence in  
the Indictment aforesaid above specified in manner and form as against him is  
above supposed is not guilty. Therefore it is considered that the said Aaron Smith  
be no longer held & but that he be <sup>be</sup> dismissed — It is also considered that the costs & expenses of this  
prosecution allowed to be £4. 0s he paid and satisfied to the several persons named in & bills  
of Costs and agreeable thereto out of y<sup>e</sup> County Treasury & that an order issue accordingly

N<sup>o</sup> 13 This entry in p<sup>er</sup> p<sup>er</sup>  
both cases in each day  
must take up bill in p<sup>er</sup>  
having been all the  
May 1765 —



129-  
S. Rea  
vs  
Satter- } John Worthington by Attorney to the said Lord the King in this behalf here  
instantly in Court inform and gives this Court to understand & be informed that  
Benjamin Satter late of Syonbury in the County of Hartford and Colony of Con-  
necticut yeoman on the sixth day of June last past did feloniously and with force  
and Arms steal take and carry away one blue Surtout of the Value of twelve Shillings  
one pair of boots of the Value of Eighteen Shillings one pair of Saddle bags of the Value  
of twenty Shillings and one Iron key of the Value of one Shilling all of the Goods and  
Chattels of Phinehas Sawyer of Lancaster in the County of Worcester yeoman  
Contrary to one Law of this Province in that Case made and provided the Peace of  
the said Lord the King his Crown and dignity. The said Benjamin Satter comes  
before the Court of the Lord the King now here in his proper person and having had the  
hearing of the Information aforesaid he pleads that he is guilty thereof. Therefore it  
is considered by the Court that the said Benjamin Satter for the offence aforesaid  
shall be publicly whipt ten stripes on his naked back; also that he pay & satisfy to  
the said Phinehas Sawyer Swynpounds thirteen Shillings for treble Damages, and y<sup>t</sup>  
he pay the costs of this prosecution taxed at one pound 10/2. standing committed &  
until the sentence aforesaid be performed. The said Phin<sup>h</sup> having rec<sup>d</sup> the goods stolen  
as aforesaid and here in Court freely remitting to y<sup>e</sup> said Benjamin the one third  
part of y<sup>e</sup> Damages adjudged to him as aforesaid. It is further considered that  
the said Benjamin be held to pay to y<sup>e</sup> said Phinehas one third part of the s<sup>d</sup> Damages  
viz the sum of two pounds & eleven Shill<sup>2</sup> only; And in case the said Benj<sup>m</sup> shall not  
be able to pay & satisfy to the said Phinehas the sum last above mentioned it is  
also further ordered that then the said Phinehas may dispose of the said Benj<sup>m</sup>  
in service to any of his Majesty's liege Subjects for the space of seven months to  
commence from the day of his discharge from the aforesaid Commitment for Court.

Idem  
vs  
Eubdum } John Worthington by attorney to the said Lord the King in this behalf here instantly  
inform and gives this Court to understand and be informed that Benjamin Satter  
late of Syonbury in the County of Hartford in the Colony of Connecticut yeoman at  
said Springfield on the sixth day of June last past with force and Arms did felon-  
iously steal take & carry away two beaverett hats of the Value of twenty Shillings each  
two beaver hats of the Value of twelve Shillings each one Leather Waistcoat of the  
Value of twelve Shillings and one pair of Leather breeches of the Value of ten Shill<sup>2</sup>  
all of the Goods and Chattels of Peter Thurston of Lancaster in the County of Worcester  
yeoman contrary to the Law of this Province in that Case made & provided the peace  
of the said Lord the King his Crown and Dignity. The said Benjamin being  
here in Court in his proper person and having had the hearing of the Informa-  
tion aforesaid he pleads that he is guilty & It is therefore considered by the Court  
of the Lord the King now here that the said Benjamin shall for the s<sup>d</sup> Offence be  
whipt ten stripes on his naked back, that he pay and satisfy to the said Peter  
the sum of £12.10. being threefold the Value of the goods stolen as aforesaid & Costs  
of Prosecution taxed at one pound 10/2. standing committed until the s<sup>d</sup> Judg<sup>t</sup>  
be performed. The aforesaid Peter comes here and acknowledges he has rec<sup>d</sup> y<sup>e</sup>  
same goods again & also here freely remits to y<sup>e</sup> said Benjamin the one third of y<sup>e</sup> s<sup>d</sup>  
Value of y<sup>e</sup> Goods aforesaid. It is therefore further considered that the said Benj<sup>m</sup> be held  
& obliged to pay to the said Peter the one third part of the sum adjudged to him as  
aforesaid viz the sum of four pounds 6/ only, and it is also further considered that  
if the said Benjamin shall not be able to pay the sum last above mentioned then  
the said Peter may dispose of the said Benjamin in service to any of his Majesty's  
lieges for the space of twelve months to commence from the time of his discharge  
from the aforesaid Commitment for Court.



John Worthington Esq attorney to the said Lord the King in this behalf in-  
forms and gives this Court to understand and be informed that at said Springfield <sup>the King</sup>  
on the Sixth day of June last Benjamin Salter late of Symsbury in the County of Hart- <sup>Salter</sup>  
ford in the Colony of Connecticut yeoman with force and arms did feloniously steal take  
and carry away one blue Sertout of the Value of Sixty Shillings one pair of Leather gloves  
of the Value of five Shillings one pair of linnen gloves of the Value of two Shillings one  
pair of Leather breeches of the Value of three Shillings and one pair of boots of Value  
of six Shillings all the goods and Chattels of John Moors of Lancaster in the County of  
Worcester yeoman contrary to the Law of this Province in that Case provided the peace of  
the said Lord the King his Crown and Dignity. The above named Benjamin being  
here in Court in his proper person and having had the hearing of the Information aforesaid.  
he pleads that thereof he is guilty & submits. Therefore it is Considered by the Court of  
the said Lord the King now here that the said Benjamin for his offence aforesaid shall be  
publicly whipt ten Stripes on his naked back; and forasmuch as the said John Moors  
has received the goods stolen as aforesaid and here in Court in his proper person agrees to accept  
of the Sum of three pounds 16s. in full for the Damages to which by Virtue of the Law of this  
Province he is intitled By reason of the stealing aforesaid. It is therefore further Considered  
that the said Salter do pay and satisfy to the said Moors the sum of three pounds 16s.  
for his Damages, and that the said Benjamin do pay the costs of this prosecution taxed at  
One pound 18s. standing committed until the said Judgment be performed. It is also further  
Considered that if the said Benjamin do not pay & satisfy the said John Moors the sum  
adjudged him for damages as aforesaid the said John may dispose of the said Benjamin  
in service to any of his Majesty's lieges for the term of ten months commencing from  
the time of his discharge from the aforesaid commitment for costs.

John Worthington Esq attorney to the said Lord the King in this behalf here instantly <sup>I dem</sup>  
informs and gives this Court to understand and be informed that Benjamin Salter <sup>or</sup>  
late of Symsbury in the County of Hartford & Colony of Connecticut yeoman at said <sup>Exdem</sup>  
Springfield on the Sixth day of June last past with force and arms did feloniously steal  
take and carry away one brown great Coat of the Value of forty Shillings three holland  
Shirts of the Value of twelve Shillings each the goods and Chattels of Manasseh Divoll  
of Lancaster in the County of Worcester yeoman contrary to the Law of this province in  
that Case provided the peace of the said Lord the King his Crown and Dignity.  
The said Benjamin being here in Court in his proper person & having had hearing  
of the Information aforesaid he pleads that thereof he is guilty. It is therefore Considered  
by the Court that the said Benjamin for the said offence be whipt publicly on his  
naked back ten Stripes, and that he pay to the said Manasseh eleven pounds eight  
Shillings damages being treble the Value of the Goods stolen as aforesaid and costs of this  
prosecution taxed at one pound 18s. but forasmuch as the said Manasseh now here  
present in his proper person acknowledges he has recd. his goods aforesaid again, and doth  
now freely remit to the said Benjamin the one third part of the sum adjudged him for dam-  
as aforesaid. It is further Considered that the said Benjamin be no longer holden to pay  
to the said Benjamin any further or other sum for his damages than the sum of three  
pounds 16s. And it is also further Considered that if the said Benjamin be not  
able or deny to pay to the said Divoll the said sum of three pounds 16s. adjudged him  
as aforesaid the said Divoll may dispose of the said Benj. in service to any of his  
Majesty's lieges for the term of ten months commencing from the time of his  
discharge from the commitment aforesaid for costs.



130  
The King  
agent  
Salter } John Worthington by attorney for the said Lord the King in this behalf comes into  
Court and instantly informs and gives this Court to understand & be informed that  
Benjamin Salter late of Symbury in the County of Hartford & Colony of Connecticut  
yeoman on the thirtieth day of June last past did with force and Arms feloniously  
steal take and carry away one saddle of the Value of thirty Shillings of the Goods and  
Chattels of Moses Duvey of Westfield in <sup>the</sup> County Gent. contrary to one Law of this  
Province in that Case made and provided the Peace of the said Lord the King his Crown  
and Dignity. The said Benjamin Salter being now here present in his proper person  
and having had the hearing of the Information aforesaid he pleads that thereof  
he is guilty & puts himself upon the mercy of the said Lord the King. Therefore it is  
Considered by the Court of the said Lord the King now here that the said Benj<sup>a</sup>  
for his Offense aforesaid shall be whipt ten stripes on his naked back; That he  
pay to the said Moses three pounds of lawful <sup>money</sup> Damages and Costs of this Prosecu-  
tion taxed at one pound 2/8 standing committed until this Judgment be  
performed. It is also Considered that if the same Benjamin be not able to pay &  
satisfy to the said Moses the sum adjudged him for his Damages as aforesaid  
the said Moses may dispose of him in Service to any of his Majesty's Lieges  
for the space of Six months to commence at the Time of his discharge from  
the Service of Manasseh Diville as by this Court now ordered, if he y<sup>t</sup>. Benj<sup>a</sup> shall  
then be discharged from his aforesaid Commitment for Costs.

I deem  
or  
Bernardston } Heretofore to wit at the Court of General Sessions of the peace holden within &  
for the said County at Springfield aforesaid on the Third Tuesday of May last by the Oath  
of twelve Jurors it is presented That the Common High Way of the said Lord the King  
in the Town of Bernardston in said County near the dwelling house of Ebenezer Sheldon  
there leading from said Sheldon's dwelling house to Northfield and across y<sup>e</sup> place  
called Dry brook there for the length of four rods & for the whole width thereof on the last day  
of March last was and ever since has been & now is defective & out of  
Repair for want of a due Reparation and amendment thereof so that the liege  
Subjects of the said Lord the King passing through and over the same way cannot  
pass and repass thro' and over the same Way without great difficulty & Danger  
either with horses Carriages or Carts and that the Inhabitants of the <sup>said</sup> Town of  
Bernardston of right and by Law ought to repair and amend the same so often as the  
same High Way stands in need of Repair and Amendment yet the <sup>said</sup> Inhabitants  
of the said Town of Bernardston have always hitherto neglected and still neglect  
to repair and amend the same which neglect of the said Inhabitants of the said  
Town of Bernardston is contrary to the Law of this Province that Case provided the  
peace of the said Lord the King his Crown & Dignity. Whereupon it was commanded  
to the Sheriff & I now come before the Court of the said Lord the King here the said  
Inhabitants of Bernardston aforesaid by Thomas Williams by <sup>their agent</sup> & having had  
the hearing of the Indictment aforesaid they by their said Agent plead that thereof  
they are not guilty & of this put themselves on the Country for a Trial. And now  
because the Evidence on the part of the said Lord the King for supporting & proving  
the Charge aforesaid cannot now be had, therefore it is ordered by the Court that the Case  
be continued until the next Term of this Court and that y<sup>e</sup> said Inhabitants do  
appear at the said Term to take their Trial upon the aforesaid plea in Law and to  
do or receive what by the Court shall then be enjoined them.



Ucazar Torrey of Northfield yerman here present in his proper person recognises  
to our sovereign Lord the King in the sum of five pounds with condition that he make  
his personal appearance at the Court of General Sessions of the Peace to be holden at  
Northampton for y<sup>e</sup> County of Hampshire on the second Tuesday of November  
next ensuing to give evidence respecting the matters charged in the foregoing present-  
ment

Herefore to wit at the Court of General Sessions of the Peace holden within and  
for the County of Hampshire on the second Tuesday of February in the fourth year  
the reign of y<sup>e</sup> Lord the King, by the oath of twelve Jurors it is presented that John  
Woodbridge the younger of South Haddley in the said County of Hamp<sup>shire</sup> his Gent<sup>le</sup>  
on the 12<sup>th</sup> day of the s<sup>d</sup> February the same being Sabbath or Lords day did unlawfully  
travel with his Chay drawn with two horses from the dwelling house of Jonathan Rogers  
yerman in Ware in said County to the dwelling house of Caleb Clark in Belchertown in  
the same County yerman the distance of nine miles contrary to one Law of this  
Province in that Case provided the Peace of the said Lord the King his Crown & Dignity.  
Whereupon it was Commanded &c And now at this time comes into the said Court  
Woodbridge in his proper person and having had the hearing of the Indictment aforesaid  
he says he will not contend with the Lord the King but submits &c Therefore it is Confirmed  
by the Court that y<sup>e</sup> said John be taken to satisfy the Lord the King and the Law of  
his fine by occasion of the trespass and riding aforc<sup>d</sup> which fine by the Justices now  
here present is assessed at ten Shillings to be the one moiety thereof to the use & behoof  
of the poor of Belchertown and the other moiety in like manner to the poor of Ware  
to be paid and by them rec<sup>d</sup> in manner as the Law provides in this Case, and that the  
said John pay Costs of Court taxed at one pound 4s. standing Committed &c paid

Herefore to wit At the Court of General Sessions of the Peace holden at the s<sup>d</sup> Idem  
Springfield on the third Tuesday of May last past By the Oath of twelve Jurors it  
is presented fore it John Shearer of Palmer in the said County yerman at said  
Palmer did with force and Arms hunt and kill one wild deer and then & there  
had in this Possession the Law skin and flesh of One Wild Deer killed since the 21<sup>st</sup>  
day of December last past contrary to the form and effect of one Law of this pro-  
vince in such Cases provided the Peace of the said Lord the King his Crown & Dignity.  
Whereupon it was Commanded to the Sheriff &c And now comes before the Court of  
the Lord the King now here the said John Shearer and having had the hearing of  
the Indictment aforesaid he pleads that thereof he is not guilty and of this he puts  
himself upon the Country for a Trial And John Worthington by who for our s<sup>d</sup>  
Lord the King in this behalf prosecutes likewise doth the same - Thereupon the  
Jurors for this returned impannelled and demanded did likewise now come, who  
to say the truth concerning the being sworn, say upon their Oath that the s<sup>d</sup> John  
Shearer is guilty of the Contempt and killing above specified in manner and  
form as against him is above supposed - Therefore it is Confirmed by the Court that  
he be taken to satisfy the Lord the King of his fine by <sup>of the killing of the deer</sup> the afores<sup>d</sup> which  
John Shearer now here present in Court prays that he be a fine with our said Lord the  
King by the occasion aforc<sup>d</sup> may be admitted & thereof &c And the fine of y<sup>e</sup> same John  
Shearer by the Justices aforc<sup>d</sup> is assessed at six pounds, of lawful money the one moiety  
thereof to be to the use & behoof of y<sup>e</sup> Lord the King & to be paid for this purpose in the  
County Treasury of the s<sup>d</sup> County by other moiety to y<sup>e</sup> use of Ebenezer Cadwell of Spring-  
field aforc<sup>d</sup> (original Informer) & that the s<sup>d</sup> John do also pay Costs of this Prosecution  
taxed at £4. 10s. & standing Committed &c



131-  
9<sup>th</sup> Dec  
17  
Sep

N. B. allowance paid for payment of  
the bill of lute in this case was  
reduced by mistake of bill  
not having been all till May 1766

Hencefore to wit at the Court of General Sessions of the Peace holden at Spring-  
field within and for the County of Hampshire on the Third Tuesday of May last past  
by the Oath of twelve Jurors it is presented that Daniel Lee of Westfield in the said  
County yeoman on the Tenth day of January last past at said Westfield did with  
fow and Arms hunt and kill one wild Deer and then and there had in his possession  
the law flesh and raw skin of one wild Deer killed since the twenty first day of Dec:  
last past Contrary to the form and effect of one Law of this Province in that Case  
made and provided and against the Peace of the said Lord the King his Crown and  
Dignity Whereupon it was Commanded to the Sheriff And now comes before the  
Justices of the said Lord the Thing now here the aforesaid Daniel Lee and having had  
the hearing of the Indictment aforesaid he pleads that he is thereof not guilty & of  
this he puts himself upon the Country for a Trial; And John Worthington by who  
for our sovereign Lord the King in this behalf prosecutes likewise doth the same -  
And the Jurors for this returned (in manner as is by of Statute provided) in panelled and  
demanded likewise now come, who, to declare the truth concerning <sup>the premises</sup> being sworn,  
say upon their Oath that the said Daniel Lee is not guilty in manner as is  
above supposed - Therefore it is Considered by the Court that the said Daniel may  
go without day - It is also Considered that the costs of this Prosecution shall be paid  
and satisfied to the several persons named in the bill presented & filed in this Case  
out of of County Treasury, which costs are allowed to be three pounds 9/5 and that  
order issue accordingly

Idem  
17  
Taylor

Hencefore to wit At the Term of this Court of the Third Tuesday of May last  
past John Worthington Esq Attorney to the said Lord the King in this behalf informs  
& gave the said Court to understand That Samuel Taylor of said Springfield Esq.  
Yeoman at said Springfield on the twelfth day of June then last past did Voluntarily  
& Willingly with fow and Arms hunt and kill one wild Deer and then and there had in his  
possession the flesh and raw skin of one wild Deer killed at said Springfield on said  
Twelfth day of June And also that the said Samuel at a new plantation called Hurm  
ber nine in said County of Hampshire on the first Day of January last past did  
willingly & with fow and Arms hunt and kill one wild Deer and then and there had  
in his possession the flesh & raw skin of a Wild Deer then and there killed all which  
is Contrary to one Law of this Province in that Case made and provided the peace  
of the said Lord the King his Crown and Dignity - Whereupon it was Commanded  
that the said Samuel then present in Court should be taken and held to answer &  
And now comes here the said Samuel in his proper person and having had the  
hearing of the Information aforesaid he pleads that thereof he is not guilty and of this  
puts himself upon the Country for a Trial & John Worthington Esq Who for said  
Lord the King prosecutes in this behalf likewise doth the same - And the Jurors for this  
(agreeable to the provision of of Statute in this Case provided) returned, in panelled & demanded  
likewise did now come, who to declare the Truth Concerning the premises, being sworn, say  
upon their Oath that the said Samuel is guilty in manner and form as against him is  
above supposed - Therefore it is Considered by the Court that if same Samuel be taken to  
satisfy our said Lord the King & the Law of his fine by occasion of the Contempt and  
Telling aforesaid which fine by the Justices aforesaid is assessed at twelve pounds of lawful money  
to be the one moiety thereof to the <sup>use of the</sup> said Lord the King & to be paid by County Treasurer  
for this purpose, & the other moiety to Roger Cooley of Springfield (original Informer) &  
that he the S. Samuel pay the costs of this Prosecution taxed at £12.3.0. Standing  
Committed &c



John Worthington by attorney to the Lord the King in this behalf here instantly in-  
forms and gives this Court to understand and be informed That Thomas Wing of Hanover <sup>Idem</sup>  
in the County of Plymouth yeoman on the twenty sixth day of December last past <sup>or</sup> Wing  
at the New Township N. Nine in said County of Hampshire with force and Arms did  
voluntarily kill one grown wild Deer and then and there had in his possession the raw  
skin and raw flesh of the same Deer killed as aforesaid contrary to one Law of this pro-  
vince in that Case made and provided the Peace of the said Lord the King his Crown  
& Dignity. And the said Thomas Wing now comes here in proper person and having had  
the hearing of the Information aforesaid he pleads that thereof he is guilty & puts himself upon  
the King's mercy. Therefore it is considered by the Court that the said Thomas be taken  
to satisfy our Lord the King and the Law of his fine by Occasion of the trespass & killing  
aforesaid. Which fine by the Justices now here is assessed at six pounds of lawful money to be  
the one moiety thereof to the use and behoof of our said Lord the King & to be paid into the  
County Treasury of this County for this purpose & the other moiety of the same to the use  
of Elijah Leonard of the Springfield (Original Informer) and that y<sup>e</sup> Thomas  
pay Costs of this Prosecution taxed at seven pounds 10/2 standing committed &c

John Worthington by attorney to the said Lord the King in this behalf here in Court in-  
stantly informs and gives this Court to understand & be informed that Thomas Wing of Hanover <sup>Idem</sup>  
in the County of Plymouth yeoman on the thirtieth day of January last past at a new <sup>or</sup> Eudemon  
Township called Nummer nine in said County of Hampshire did with force and Arms wit-  
tingly and voluntarily kill one grown wild Deer and there had in his possession the raw skin &  
flesh of the same Deer so killed as aforesaid contrary to one Law of this Province in that Case  
made and provided the Peace of the said Lord the King his Crown and dignity. And now y<sup>e</sup>  
same Thomas Wing comes here in his proper person & having had the hearing of y<sup>e</sup> Informa-  
tion aforesaid he pleads that thereof he is guilty & puts himself upon the mercy of the King.  
Therefore it is considered by the Court that the said Thomas be taken to satisfy our  
Lord the King of his fine by occasion of the Contempt and killing aforesaid. Which fine is  
by the Justices of the said Lord the King now here assessed at six pounds of lawful money to  
be the one moiety thereof to the use and behoof of the said Lord the King & to be paid into the  
County Treasury of this County for that purpose & the other moiety to the use of John Baneroff  
of Westfield Gent. (original Informer) & that the said Thomas pay the Costs of this Prosecution  
taxed at one pound one shilling & eight pence standing committed &c

John Worthington by Attorney to the said Lord the King in this behalf here instantly <sup>Idem</sup>  
informs and gives this Court to understand and be informed That Thomas Wing of Hanover <sup>or</sup> Eudemon  
in the County of Plymouth yeoman on the second day of February last past at the new  
Township N. nine in s<sup>d</sup> County of Hampshire with force & Arms did voluntarily kill  
one grown wild Deer and then and there had in his possession the raw skin and raw flesh  
of the same Deer killed as aforesaid contrary to one Law of this province in that Case made &  
provided the peace of the said Lord the King his Crown & Dignity. The said Thomas  
Wing being here present in his proper person & having had the hearing of the Information  
aforesaid pleads that thereof he is guilty and puts himself upon the mercy of the said Lord  
King. Therefore it is considered by the Court of the said Lord the King now here that the said Tho:  
be taken to satisfy the s<sup>d</sup> Lord the King of his fine by occasion of the Contempt & killing aforesaid.  
Which fine by the Justices aforesaid is assessed at six pounds of lawful money to be the one  
moiety thereof to y<sup>e</sup> use & behoof of y<sup>e</sup> s<sup>d</sup> Lord the King & for this purpose to be paid into y<sup>e</sup> County  
Treasury of this County & the other moiety thereof to the use of Moses Dewey of Westfield Gent.  
Original Informer & that y<sup>e</sup> Thomas pay Costs taxed at 19/8 standing committed &c



132  
D. Rea  
v  
Greenfield  
Heretofore to wit at the Court of General Sessions of the Peace holden at Springfield in  
and for the County of Hampshire on the Third Tuesday of May last past by the Oath of  
twelve Jurors it is presented that the Common High Way of the said Lord the King  
in the District of Greenfield in said County leading from the bounds of Bernardston in  
County to a hill in said Greenfield called half way hill for the length of one hundred  
Rods and for the whole width thereof on the first day of April last was and ever since has  
been and now is foundrous and out of repair for want of a due reparation & amendment  
thereof so that the liege Subjects of the said Lord the King passing thro' and over the same  
Way cannot pass and repass thro' and over the same Way without great Difficulty and  
Danger either with horses Carriages or Carts and that the Inhabitants of the said Town  
of Greenfield of Right and by Law ought to repair and amend the same so often  
as the same High Way stands in need of repair and Amendment yet the said  
Inhabitants of the said Town of Greenfield have always hitherto neglected and  
still neglect to repair and amend the same which neglect of the said Inhabitants  
of the said Town of Greenfield is contrary to the Law of this Province in that Case  
made and provided the peace of the said Lord the King his Crown and Dignity  
Whereupon it was commanded to the Sheriff that he should cause them to come to  
answer & And now come before the Court of the said Lord the King the said  
Inhabitants of Greenfield by Aaron Dennis yeoman their Agent and having had  
the hearing of the Indictment aforesaid they say by their said Agent they will not  
warrant with the said Lord the King - Therefore it is considered by the Court of the s<sup>d</sup>  
Lord the King now here that the said Inhabitants of Greenfield be taken to satisfy  
the said Lord the King of their fine by reason of the Contempt & neglect above  
specified which fine is assessed by the Court at twenty shillings to be to & up of  
said Lord the King & disposed of agreeable to the Statute in this provided and that if  
said Inhabitants pay the Costs of this prosecution taxed at £3. 10. & more is  
awarded accordingly & It is also further considered that the said Distresses go ag<sup>t</sup>  
the s<sup>d</sup> Inhabitants of Greenfield until the said Way be effectually repaired  
Costs for fine & Costs is 5<sup>th</sup> Aug. 1766

Idem  
v  
Sunderland  
Heretofore to wit at the Court of General Sessions of the Peace holden at Springfield in  
and for the said County of Hampshire on the Third Tuesday of May last past, by the oath  
of twelve Jurors it is presented that the Common High Way of the said Lord the King in s<sup>d</sup>  
Sunderland leading from Amhurst to Shutesbury in said County for the length of one  
mile and for the whole width thereof on the first day of April last was and ever since  
has been and now is defective foundrous and out of repair for want of a due reparation  
& Amendment thereof so that the liege Subjects of the said Lord the King passing thro' &  
over the same Way cannot pass and repass thro' and over the same way without difficulty  
and Danger either with horses Carriages or Carts and that the Inhabitants of the said  
Town of Sunderland of Right and by Law ought to repair and amend the same so often  
as the same High Way stands in need of repair and Amendment yet the s<sup>d</sup> Inhabitants  
of the said Town of Sunderland have always hitherto neglected and still neglect to repair  
and amend the same which neglect of the said Inhabitants of the said Town of Sun-  
derland is contrary to the Law of this Province in that Case made and provided the peace  
of the said Lord the King his Crown and Dignity. Whereupon it was commanded to  
the Sheriff that he should cause <sup>them</sup> to come to answer & And now come here the s<sup>d</sup> Inhabitants  
by John Clary yeoman their Agent and having had the hearing of the Indictment  
afores<sup>d</sup> they say they will not warrant thereupon with the King but put themselves upon  
the King's Mercy.  
Therefore



Therefore it is considered by the Court that the said Inhabitants of the S. Town of Sunderland shall satisfy the S. Lord the King of their fine by reason of the neglect above specified which fine is assessed by the Justices aforesaid at twenty Shillings to be to the use and behoof of the said Lord the King & disposed of as by y<sup>e</sup> Statute in this case provided is directed and that they pay the Costs of this Prosecution taxed at this rate n<sup>o</sup> 2/8 and be so awarded accordingly - It is further considered that a Distment <sup>is</sup> against the said Inhabitants until the S. High Way be effectually repaired - And so.

Heretofore to wit at the Court of General Sessions of the Peace for and with the County of Hampshire at Springfield on the Third Tuesday of May last past by the Oath of twelve Jurors it is presented that William Hiscock yeoman In<sup>o</sup> Loomis yeoman Silth Loomis yeoman Martin Weller yeoman Moses Sacket yeoman Joshua Loomis Jun<sup>r</sup> yeoman Enock Loomis yeoman James Nimmoix yeoman Justus Sacket yeoman Elephail Wherfield yeoman all of Westfield in S. County and Nathaniel Bates of Granville in said County yeoman at said Westfield on y<sup>e</sup> Seventeenth day of March last past unlawfully riotously and routously did meet and assemble together to disturb the peace of our said Lord the King & being so then and there met and assembled together in and upon Mary the wife of Moses Drake of said Westfield yeoman in the peace of God and of our said Lord the King then and there being unlawfully riotously and routously and with force and Arms made an Assault and her the said Mary then and there unlawfully riotously & routously did beat wound and ill-treat and also then and there in and upon the said Moses himself then and there also in the peace of God and of the said Lord the King being unlawfully riotously and routously made an Assault and him the said Moses then and there unlawfully riotously and routously did beat wound and ill-treat and many other wrongs then and there to the said Moses and Mary unlawfully riotously & routously did to the great Damage of the said Moses and Mary and against the Peace of our said Lord the King his Crown and Dignity - Whereupon it was commanded to the Sheriff that he should cause them (except the S. Hiscock who was ordered to find Sureties for his personal appearance here) to come to answer -

And now comes before the Court of the said Lord the King here the said James Nimmoix in his proper person & having had the hearing of the Indictment aforesaid he pleads that thereof he is not guilty and of this puts himself upon the country for a Trial & John Worthington Esq. Who for our said Sovereign Lord the King in this behalf prosecutes likewise doth the same; And the Jurors for this (agreeable to y<sup>e</sup> direction of the Statute in this case provided) returned, impannelled and demanded likewise do come who to say the truth concerning the Premises, being sworn on their Oath say that the said James Nimmoix of the Trespas, Robt & beating in the Indictment aforesaid above specified is not guilty - Therefore it is considered that the said James may go without Bay - It is also considered that the Costs of this Prosecution allowed to be forty Six Shillings & two pence be paid & satisfied out of y<sup>e</sup> County Treasury & that an order be accordingly - And now at this time comes here also the before named Justus in his proper person and having had the hearing of the Indictment aforesaid he pleads that he is not guilty thereof and of this puts himself on the country; & John Worthington Esq. Who for our Lord the King in this behalf prosecutes likewise doth the same; And the Jurors for this returned impannelled & demanded do likewise come, who to say y<sup>e</sup> truth concerning the Premises, being sworn declare upon their Oath that y<sup>e</sup> S. Justus Sacket is guilty of the Trespas <sup>as in the Indictment aforesaid</sup> ag<sup>t</sup> him is above supposed therefore



133.  
S. Rex } Therefore it is considered by the Court that the said Justice Sacket be taken  
Sacket } to satisfy the Lord the King of his fine by Occasion of the Trepass Contempt & Riot  
aforesaid which fine by the Justices aforesaid is assessed at ten Shillings to be to  
the use and behoof of the Lord the King & to be paid into the County Treasury for  
this purpose and the Costs of this Prosecution Taxed at Seven pounds  
12/5 & stand committed until this Sentence be performed ~

47  
Hiscok } is found now an William Hiscok also now comes here in his proper  
Hiscok } person and the high Subd the Hearing of the Indictment aforesaid he pleads y<sup>t</sup>  
he will not contend with our sovereign Lord the King thereon but puts him-  
self upon the mercy of the said Lord the King ~ It is therefore considered by the  
Court that the said William be taken to satisfy our said Lord the King of his fine  
by Occasion of the Trepass Contempt and riot aforesaid which fine by the Justices  
now here is assessed at ten Shillings and that he pay Costs of Prosecution taxed at  
Three pounds thirteen Shillings & ten pence & stand committed until of sentence be  
performed ~

47  
Seth } And the said Seth Loomis also now comes here in his proper  
Seth } person and having had the hearing of the Indictment aforesaid he says that  
Loomis } thereupon he will not contend with the Lord the King & puts himself & Therefore  
it is considered by the Court that the said Seth Loomis be taken to satisfy our  
said sovereign Lord the King of his fine by Occasion of y<sup>t</sup> Trepass Riot & above-  
specified which fine by the Court now here is assessed at ten Shillings to be to the  
use and behoof of y<sup>r</sup> Lord the King & disposed of agreeable to the Statute in this Case  
provided & pay Costs of prosecution taxed One pound 4/4 standing committed & -

47  
Wherfield } And Elephat Wherfield above named now comes before the Court in  
Wherfield } his proper person and having had the hearing of the Indictment aforesaid he says  
he will not contend with the Lord the King & puts himself & Therefore it is consider-  
ed by the Court that the said Elephat be taken to satisfy the said Lord the King  
of his fine by Occasion of the Trepass & Riot aforesaid which fine by the Court now  
here is assessed at ten Shillings to be to y<sup>r</sup> Lord the King & disposed of for  
this purpose according to the Direction of the Statute in this Case provided & that he  
pay the Costs of this Prosecution taxed at 2/4 & that he stand committed until  
this Sentence be performed ~

47  
Moses } And Moses Sacket above named also comes here  
Sacket } at this time in his proper person and having had the hearing of the Indictment aforesaid  
he says he will not contend with the Lord the King concerning the Premises & submits &

47  
Joshua } It is therefore considered by the Court that the said Moses be taken to satisfy  
Loomis } our said Lord the King of his fine by occasion of the Trepass Contempt & Riot aforesaid  
Sacket } which fine is by the Court of the Lord the King now here assessed at ten Shillings  
to be to the use and behoof of the Lord the King & disposed of agreeable to the directions of  
the Statute in this Case provided & that he pay Costs of prosecution taxed at one  
pound four Shillings and four pence standing committed & - The before named  
Joshua Loomis Jun<sup>r</sup>, Enoch Loomis & John Loomis come into this Court in their  
proper persons, and John Worthington by Who for our sovereign Lord the King in  
this behalf prosecutes now comes and says that he will no further prosecute the  
said Joshua, Enoch and John Loomis on the foregoing Indictment, It is ordered they  
may go without Day ~ (Nath<sup>l</sup> Bates not taken) ~

Idem } Heretofore to wit at the Court of General Sessions of the peace holden at Springfield  
47 } within and for the said County of Hampshire on the Third Tuesday of May last past  
Fowler } by the Oath of twelve Jurors it is presented that Silas Fowler of Westfield in same  
County yeoman at said Westfield on the Tenth day of January last past did volun-  
tarily







1321  
 S. Rex  
 or  
 Lumbard } on the last Lord's Day & on all the Sabbaths or Lord's Days in and for the space of twelve months last past did unnecessarily and without any reasonable excuse wickedly absent himself from the public worship of God there he the 1<sup>st</sup> John being throughout the whole of said Term sound of body and not otherwise necessarily detained therefrom altho the public Worship of God was upheld and maintained there at said Belchertown throughout the whole of said Term all which is contrary to a Law of this Province in such cases made and provided against the Peace of the 1<sup>st</sup> Lord the King his Crown & Dignity. Whereupon it was Commanded to the Sheriff that he should cause him to come to answer. And now at this time comes here the said John Lumbard in his proper person and having had the hearing of the Indictment aforesaid he says that he will not contend with the said Lord the King touching y<sup>e</sup> Premises & thereof he puts himself upon the mercy of our Lord the King. Thereupon J<sup>st</sup> John Lumbard prays leave of the Hon<sup>ble</sup> Court to declare his Circumstances and the distress of his family at the time in the Indictment afores<sup>d</sup>. mentioned to this Hon<sup>ble</sup> Court & it is granted him. And this Court having advised themselves of the facts relative to the matter and of the true and real Circumstances of the said John Lumbard at the time above specified it appears to the said Court that the further Prosecution of J<sup>st</sup> John on this Indictment may well be dropt & thereupon John Worthington Esq<sup>r</sup> who for our said Lord the King in this behalf prosecutes comes and with advice of the Court says he will no further Prosecute the said John Lumbard on the Indictment afores<sup>d</sup>. & the debt is dismissed & it is ordered by this Court that the Costs of this prosecution thus far, allowed to be one pound & one penny shall be paid out of y<sup>e</sup> County Treasury of 1<sup>st</sup> County, & that an order pass accordingly.

N.B. This bill of Costs was not presented in all due till May Term 1766 it is recorded by mistake as of this term

Idem  
 or  
 Tremain } Heretofore to wit at the Court of General Sessions of the peace holden at Springfield in and for the County of Hampshire on the Third Tuesday of May last past by the oath of twelve Jurors it is presented that Nathan Tremain of Westfield in said County of Hampshire yeoman did there at said Westfield on the tenth day of February last past with force and arms wittingly and willingly hunt and kill one grown wild Bear and that 1<sup>st</sup> Nathan there at said Westfield on said tenth day of February aforesaid wittingly and willingly had in his Possession the raw Skin and raw flesh of a Deer killed since the twenty first day of December last past contrary to a Law of this Province in such cases made and provided and against the peace of the said Lord the King his Crown & Dignity. Whereupon it was by that Court ordered that the said Nathan then personally <sup>there</sup> should find Sureties for his Appearance here & And now comes here the said Nathan in his proper person and having had the hearing of the Indictment aforesaid he pleads that thereof he is not guilty and of this puts himself upon the Country. And John Worthington Esq<sup>r</sup> who for our Lord the King in this behalf prosecutes in like manner & And the Jurors at this time, agreeable to the Statute in this case provided, for this returned impanelled and demanded likewise now come, who to declare the truth concerning the Premises being sworn, upon their Oath say the said Nathan is not guilty. Therefore it is Considered y<sup>t</sup> the said Nathan may go without day. It is also ordered that the Costs of this Prosecution taxed at three pounds eighteen shillings and seven pence of lawful money shall be paid and satisfied out of the County Treasury. And so has been it accordingly.

N.B. This bill was presented & allowed at May 1766 and is recorded as of this term by mistake

Idem  
 or  
 Jenny } Now at this Term by the Oath of twelve Jurors it is presented that Jenny a single woman a Negro of Westfield in said County of Hampshire Spinster at said Westfield on the 26<sup>th</sup> day of June last past with force and arms did feloniously steal take and carry away half a pound of Tea of the Value of three Shillings two linen Sheets of the Value of fifteen Shillings each four pounds of Cotton Wool of the Value of two Shillings and



and six pence & pound two pounds of hoggs fat of the Value of one Shilling all of the goods & Chattels of John Mosely of said Wiltfield Cent. Contrary to the Law of this Province in that Case made and provided the peace of the said Lord the King his Crown & Signity. D. Rex  
or  
Jenny

The said Jenny now comes before the Court of the Lord the King here in her proper person and having had the hearing of the Indictment aforesaid she says she will not contend with the Lord the King & thereof puts herself upon the Grace of the said Lord the King.

Therefore it is Considered by the Court that the said Jenny by occasion of and for the Trepass Contempt and stealing above specified shall be publicly whipped ten stripes on her naked back, That she pay to the said John Mosely treble the Value of the s<sup>d</sup> Goods so as aforesaid stolen viz the Sum of four pounds & two Shillings Damages and Costs of this Prosecution taxed at four pounds 4/9 and stand committed until the sentence is performed & the s<sup>d</sup> John Mosely now here present in his proper person acknowledges he has rec<sup>d</sup> in part of s<sup>d</sup> said Sum adjudged him for his Damages as afores<sup>d</sup> seventeen Shillings & five pence, it is therefore further ordered that she the s<sup>d</sup> Jenny be holden to pay no more than the residue viz £3. 1. 7. Afterwards now at this same term the said John comes here and acknowledges he has rec<sup>d</sup> the sum of the Damages adjudged him as aforesaid in full —

Heretofore to wit at the Term of this Court of the second Tuesday of February last Idem by the Oath of twelve Jurors it is presented that Israel Walker of Hadley in the County of Hampshire yeoman there at said Hadley on the twenty third day of December last past the same being Sabbath or Lord's day and on all the sabbaths or Lord's days next following the said twenty third day of December afores<sup>d</sup> for the space of one whole month wickedly & Voluntarily and without any reasonable excuse absented himself from the Public Worship of God there altho the public Worship of God was upheld and maintained there at said Hadley during the whole of said Term he the said Israel being for the whole of said Time a person sound of body and not otherwise necessarily prevented Contrary to the form of the Statute in such cases made and provided and against the Peace of our said Lord the King his Crown and Signity Whereupon it was Commanded to & Now comes here the same Israel in his proper person & John Worthington Esq who for our Lord the King in this behalf prosequutes comes here and says he will no further prosecute the said Israel on the Indictment afores<sup>d</sup>. It is ordered by the Court that s<sup>d</sup> Israel may go without day — The bill of Costs in this Case w<sup>ch</sup> amounts to 15/11<sup>d</sup> was not presented at this time

This bill of Costs  
w<sup>ch</sup> is allowed  
at May 1766

John Nash Jun<sup>r</sup> of Amhurst yeoman and Moses Billing of Sunderland yeoman both in the County of Hampshire come here in their proper persons and acknowledge themselves indebted to our sovereign Lord the King in the Sum following viz 4<sup>d</sup> John principal in the Sum of £10. and the said Moses Surety in the Sum of £10. to be levied of their goods and Chattels land or tenements and in Default thereof upon their bodies to the use of our said Lord the King his heirs or Successors if default be made in the performance of the following Condition viz the Condition of this recognizance is such that if the before named John Nash shall make his personal appearance at the Court of General Sessions of the peace to be holden at Northampton in and for the said County of Hampshire on the second Tuesday of November next ensuing to answer to such things as on the part of our Lord the King may then be objected against him and particularly concerning those matters preputed against him s<sup>d</sup> John at the Term of the s<sup>d</sup> Court of the third Tuesday of May last and shall abide and perform the Order of the Court thereon & not depart without Leave, the same recognizance will be void otherwise not

And



135.  
Smith  
Dickinson  
Witnesses  
And Pelatiah Smith yeoman and Simeon Dickinson yeoman both of Northampton  
aforesaid now here present in their proper persons acknowledge themselves severally  
indebted to our Sovereign Lord the King in the sum of £5 to be levied & made of their  
Goods & Chattels Lands and Tenements respectively by use of our said Lord the King his heirs  
or Successors in case default be made in the Performance of the Condition here under  
Written. The Condition of the foregoing Recognizance is such that if the said Simeon  
and Pelatiah shall make their personal appearance at the Court of General Sessions of  
the Peace to be held at Northampton for & in the said County of Hampshire on the  
Second Tuesday of November next ensuing and shall then and there give such evidence  
as they respectively know concerning John Nash Junr. killing a Wild Deer in June  
1762 & not depart without leave of the Court then this Recognizance to be void

Joshua  
Loomis  
Recognizance  
Joshua Loomis of Westfield in the County of Hampshire yeoman and Seth Loomis  
of the same Westfield yeoman come here in their proper persons and acknowledge  
themselves to owe to our Sovereign Lord the King the sum following to wit the said  
Joshua Loomis the sum of £10 & the said Seth Loomis the sum of £10. to be  
made and levied of their goods and Chattels Lands & Tenements respectively by use of  
our said Lord the King his heirs or Successors if default shall be made in the Performance  
of the following Condition, that is to say the Condition of the foregoing Recognizance is  
such that if the said Joshua Loomis shall personally appear at the Court of  
General Sessions of the Peace to be holden at Northampton in & for the County of  
Hampshire on the Second Tuesday of November next ensuing to answer to such  
things as on the Part of our said Lord the King may be then objected against him &  
particularly concerning his the said Joshua's killing a Wild Deer on the 14<sup>th</sup> day  
of February A.D. 1764 & shall do and perform the order of the said Court thereon and not  
depart without the leave of the said Court, then if said Recognizance will be void  
otherwise not

Shepard  
Loomis  
Witnesses  
John Loomis yeoman & Solomon Shepard yeoman both of Westfield  
in the County of Hampshire now come here in their proper persons and acknowledge  
themselves to owe to our Sovereign Lord the King the sum of £5 separately to be made  
and levied of their goods & Chattels Lands and Tenements to the use of our Lord the King  
his heirs or Successors if default shall be in the performance of the Condition  
following, to wit the Condition of the foregoing Recognizance is such that if &c. 1<sup>st</sup>  
John & Solomon shall personally appear at the Court of General Sessions of the  
Peace to be holden at Northampton in and for the County of Hampshire on the second  
Tuesday of November next ensuing to give evidence for our Lord the King of what  
they respectively know concerning the aforesaid Joshua Loomis's killing a Wild Deer  
on the 14<sup>th</sup> day of February A.D. 1764 & not depart without the leave of the said Court  
then this Recognizance to be void

J. Neal  
or  
Toward  
Heresfore to wit At the Court of General Sessions of the Peace holden at Spring-  
field within and for the County of Hampshire on the Third Tuesday of May last  
past by the Oath of twelve Jurors it is presented that Justus Toward of Belchertown  
in the said County Clerk on the first day of May in the fourth year of the Reign  
of the Lord the King that now is at said Belchertown did erect and set up an  
Lew a part of the High Way of the said Lord the King there leading from Hadley to  
Ware in said County and near the dwelling house of the said Justus a fence of 4<sup>th</sup>  
length of ten rods thereby straitning the same way & lessning the breadth thereof  
and thereby inclosing a part of the same Way of the length of ten rods and of the



The Width of two rods at one end of the said ten rods and running to a point at the  
other end of the said ten rods and that the said Justice hath continued the same fence  
on and over the same part of the said High Way from the said first day of May to this  
time which fence so erected and set up and continued all the 2<sup>d</sup> Term has been and  
now is a common Nuisance and Great Damage to all the Liege Subjects of the said  
Lord the King passing and travelling thro' and over the same Way all which is  
contrary to the Law of this Province in such Case made and provided the peace of  
the said Lord the King his Crown and Dignity Whereupon it was commanded &c  
And now comes here the said Justice arrived in his proper person - And John  
Worthington by who for our Lord the King in this behalf prosecutes likewise comes  
here & says he will no further prosecute the same Justice on & afores<sup>d</sup> Indictment  
It is considered that y<sup>e</sup> Justice may go without day

John Workman of Bernardston in the County of Hampshire Innholder who  
stood bound by Recognizance taken before Elijah Williams by one of his Majesty's Jus-  
tices of the Peace for the said County to make his personal appearance here for the  
purpose therein mentioned being called on his Recognizance appears and is discharged  
therefrom by Proclamation by order of Court

John Griswold of Granville in the County of Hampshire yeoman who stood  
bound by Recognizance taken before Josiah Dwight by one of his Majesty's Justices of  
the Peace for y<sup>e</sup> County to make his personal appearance in this Court for y<sup>e</sup> purposes  
in the said Recognizance mentioned being called upon his Recognizance now comes here in  
his proper person & is now discharged from the same Recognizance by Proclamation by order of Court

John Hunt otherwise called Joseph Mainard late of Wrentham in y<sup>e</sup> County of  
Suffolk now resident at Wilbraham in the County of Hampshire Labourer  
who stands bound by recognizance taken before Josiah Dwight by one of his Majesty's  
Justices of the Peace for y<sup>e</sup> County of Hampshire on the 17<sup>th</sup> day of January last past  
& returnable to this Court at the Term thereof of the second Tuesday of February then  
next and from thence but hereby Continuance from Term to Term, being now three  
times called to come into Court doth not come but makes default of Appearance

Elizabeth Williams of Westfield in the County of Hampshire single woman comes  
here in her proper person and confesses that at Westfield afores<sup>d</sup> in the month of Sept.  
last past she committed the Crime of fornication and then and there had a child  
begotten on her body by fornication contrary to one Law of this Province in that Case  
made and provided against the peace &c and puts herself thereof upon the mercy  
of our Lord the King. Therefore it is considered by the Court that she be taken to  
satisfy our Lord the King of her fine by Obligation of Trespas & Contempt afores<sup>d</sup>  
which fine by the Court now here is assessed at fifteen shillings to be paid to  
our said Lord the King & disposed of according to y<sup>e</sup> Directions of the Statute in this Case  
provided & that she pay Costs taxed at y<sup>e</sup> standing committed to be paid

William Eastman of South Hadley in the County of Hampshire for himself  
and others Petitioners for a road thro' the East Parish in said District (whose Petition  
is on record of the last Term) now comes here And the select men of y<sup>e</sup> South Hadley  
by Daniel Nash their Agent also now appear, And the s<sup>d</sup> Williams and Daniel having  
had a full hearing upon the matter of y<sup>e</sup> said Petition before this Court, upon mature  
deliberation had of the matters offered by the s<sup>d</sup> Parties, this Court determines and orders  
that Josiah Chancey by Nathaniel Dwight Gent and John Field Gent. be and they are  
hereby



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order  
on  
Petition  
hereby appointed a Committee to view the ground from the country road leading from Amherst to South Hadley, to the country road leading from Hadley to Springfield via the ground in the last Parish there in South Hadley and lay out a particular or private Way for the use of the Inhabitants of the said District in such place as will best accommodate the people there in the said last parish after-  
taining the place and course of the same in the best way and manner they can and make Return of their Doings to this Court as soon as may be for the doing of which an attested Copy of this Order shall be to the S<sup>d</sup> Court sufficient Warrant.

Aaron Parsons of Springfield afores<sup>d</sup> by Moses Blip Gent. his Attorney now comes here further to pursue the Petition by him entered at the last Term and on record of that Term, and now also upon summonses to them made the Inhabitants of the Town of Wilbraham by their Agents come here And this Court being fully advised of the matters to which of same Petition relates do now order that John Worthington & Josiah Dwight Esq<sup>s</sup> & Mr. Moses Blip be and they are hereby appointed a Committee to view the Way described in the said Petition and therein prayed for and lay out the same in the best manner they can and make return of their Doings to this Court so soon as may be for the doing of which an attested Copy of this Order shall be to them sufficient Warrant.

Mr. Martin  
Petition  
Hugh M<sup>r</sup> Masters of Palmer in the County of Hampshire comes by John Worthington Esq. his Attorney now comes here further to prosecute and pursue his Petition entered at the last Term (and on record of that Term) but the Select men of the Town of Brimfield or the Select men of the District of Palmer altho' notified agreeable to the order of this Court at the last Term upon the said Petition do not appear -  
Order  
thereon  
This Court do therefore now order that Nathaniel Dwight of Belchertown Gent. Moses Blip of Springfield Gent. Mess<sup>rs</sup> Thomas Stebbins Daniel Harris and John Ely all of the said Springfield be a Committee to view the Ground from the present Termination of the Town Road in Palmer at the northerly side of y<sup>e</sup> said Hugh M<sup>r</sup> Masters' homelot there, through the same lot where the path now goes by the east side of the said Hugh's house, thence as the said Path goes thro' the said lot and thence through Jonathan Chapin's land, or in some other place over and across the said Land from the Road aforesaid to the said River in Palmer and thence across said River and thro' Samuel Shaw of Brimfield his land in Brimfield to the common road there that leads from Aaron Kings house to western line And Report to this Court their Opinion respecting the Ground for a Road, and also touching the expediency of laying out a Town road there, so soon as may be for the doing of which an attested Copy of this Order shall be to them sufficient Warrant.

Highway  
ordered  
by  
Barnard  
McNitt  
Upon motion now made by Capt<sup>n</sup> Nathaniel Dwight, It is ordered by this Court that the Committee named in the order next above recited shall be and they are hereby appointed a Committee to view the Ground and lay out a Highway from the Country road near Barnard McNitts house in Palmer till it meets with y<sup>e</sup> Country road again a little eastward of Capt. Samuel Shaw's dwelling house then if the said Committee shall judge it best to lay out such Way & that they do in all respects conduct themselves in doing this service by the same Rules and directions which were given them in the Order of the last Term respecting the laying out Ways & for the doing of all which an attested Copy of this Order will be to them sufficient Warrant.



Humbly shew the Subscribers Inhabitants of Hatfield Deerfield and Ashfield in the County of Hampshire, That ever since the Settlements of the Town last named (formerly Huntstown) were begun the people there and others who have had occasion to go there have been necessitated to travel the Country road to the place called the bar or long hill in Deerfield and thence turn off at right Angles for Huntstown, which course your Honours will immediately upon the first mentioning this see must have been much out of the Way and indirect for all travellers from Hatfield and parts below, and perhaps occasioned four or five miles travel more than a road leading in the most direct Course from Hatfield would have done, and we beg leave to inform your Honours that the Ground in the most direct Course from Hatfield to Ashfield, the Circumstances of which till very lately have been very little known, has been not long since explored thoroughly by some of us who have frequent occasion to travel from the one of the Towns to the other, and a way marked out and in part cut which we, and others who have seen it, judge will make a feasible road; We therefore humbly pray your Honours Consideration of this matter and that in Compassion to us and the public, your Honours would be pleased to order the laying of a road from the one of these Towns to the other, and in this Course as near as may be viz Leaving the Country road forty or fifty rods north of Clay hill so called in Hatfield, in the town Way there as far as Clearar Trays', and then turning more westerly, or else continuing along in the Town Way to the north Side of the bridge above said Trays', as your Honours by your Committee may determine, and then turning more westerly across Southsleman's Col: Williams' Sirrren Morton's and other Persons land in the most direct & feasible Course to Insign Allis's farm and through the same farm and on to the Land in Deerfield Southwest Division and so on in the way marked as above mentioned to Ashfield or otherwise in such Courses and Places as your Honours may judge more direct and feasible; tho' We beg leave before we finish our prayer to assure your Honours that of none only very generally pointed out above, we know to be the most direct of any where a road may be had, and we are persuaded will admit of the most feasible Road, having suggested this We submit the matter, humbly, to your Honours and as in duty bound will ever pray &c Moses Fuller &c &c The Subscribers beg leave here to suggest to your Honours that there is a probability that the Ground thro' Huntstown Hatfield equivalent and Parsons's town to Willsam Bourgh will admit of as feasible a road as any yet found to the County of Berkshire and that the people settling Parsons's town and probably many others would be greatly accommodated by a public Road continued from the Road above prayed for thro' Huntstown and on to the westernmost extent of this County We therefore humbly pray that the Committee which may be appointed for & service first mentioned may be also empowered to continue the road last above mentioned if they shall judge it for the general Good to have on laid there and as in duty bound We will pray &c Tim: Woodbridge &c The foregoing Petitions being now read and the same together with the Petition of a number of the People settling in Deerfield Southwest Division and others presented at the last Term of the Court praying for a Road from Hatfield to Ebenezer Badwells and from thence through the Southwest part of Deerfield to the Road called Huntstown road, being considered by the Court, it is ordered that Nathaniel Dwight Gent Moses Marsh Gent Nathaniel Clark Gent & Messieurs Oliver Warner and Solomon Boltwood be a Committee to view the Ground between Hatfield and Ashfield and to lay out a Highway from the one of the said Towns to the other where they shall judge that a Highway or Common Road will best serve the Public, and also to View the Ground in the second Petition above recited & continue this



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the said Highway through Huntstown Hatfield equivalent and Parsons town & Williamstown in the County of Berkshire or in such other Courser and Places (if they should find others which they shall judge better) as will best accommodate of public.  
And upon motion now made in Court it is ordered also that the S. Com<sup>tee</sup> view the Country road thro' Hatfield South meadow and discontinue the same & lay out a Highway in some other place from the Town street in Hatfield thro' the S. South meadow to Hadley ferry if they shall judge it best for the Public—  
Which said Committee are to give reasonable notice to all persons interested of the time and place of their meeting for the purposes aforesaid and are to be under oath to perform the said Service according to their best Skill & Judgment with most Convenience to the Public and least prejudice or Damage to private property and to ascertain the Places and Courses of the said Highway in the best Way and manner they can which having done the said Committee or the Major part of them are to make return thereof to the next Court of General Sessions the next to be holden in the said County of Hampshire after the Services are performed under their hands and Seals. And if any person be damaged in his or her property by the laying out of said Highway the said Committee is empowered and required under oath to estimate the same and make return thereof as aforesaid. And the Clerk of this Court is directed to serve the same Committee with a Copy of this Order &c.  
Order made 9th Oct<sup>r</sup> 1765.

Report of the Committee appointed upon the Petition of John Hunt & others respecting an alteration of the Public road from Pelham to Greenwich (on Record of the last Term) was now read and considered and accepted, & it is ordered that the Petition of the said Hunt and others be dismissed—

The Agents for the Town of Northampton viz Joseph Hawley Esq and others (as of Record of y<sup>e</sup> last Term) now were here further to pursue and urge their prayer on Record of last Term for the discontinuance of Bascom's hill road so called, and it is thereupon now ordered that the Petition be further continued until y<sup>e</sup> next Term for the Court then to advise and consider thereof.

It is ordered by the Justices now here present that if Petition of Robert Hammon and others Inhabitants of Chesterfield representing the necessity of a public road from Northampton to Chesterfield by the Way of Bascom's hill and that if discontinuance of y<sup>e</sup> Highway lately laid there will be detrimental to y<sup>e</sup> Public be further continued to the next Term of this Court for y<sup>e</sup> Court then to consider &c.

Justus Toward of Belchertown Clerk and divers other persons Inhabitants of Belchertown bring their Petition to this Court praying that if Public Road leading from Hadley to Belchertown may be ascertained and so marked out that the people may have where it is &c as is at large set forth on file. This Court having inspected the said Petition do not see meet to pass upon it & there is no order made thereon.

The Memorial of Eldad Taylor Esq of Westfield in said County humbly sheweth that the Hon<sup>ble</sup> his Majesty's Justices of the General Sessions the last year in their wisdom judged it to be necessary that a public road should be laid out from the old Country Road that leads from Westfield to Northampton taking its departure a little South from White Loaf Brook so running thro' part of Springfield bounds to Westfield so running between the great Pond & the brook that runs out of said Pond and the East Mountain to Springfield Road that Road from Westfield and the said Road running through



surrounding parcels of your memorialists land and your Memorialist never having had any satisfaction for the Damages of the said road going thro' his land your memorialist humbly prays your Honours that an indifferent Jury might be sent to and view the said Road that leads thro' your memorialists land and as judge and apprise the land of your Memorialist that he might have some reasonable satisfaction for it As in duty bound shall ever pray Edward Taylor - The foregoing Petition having been read & considered it is ordered by the Court that it be dismissed.

John Worthington Esq. humbly shews that the Petitioner with Josiah Dwight Esq. and Benjamin Leonard Junr. on the 14<sup>th</sup> day of August current requested the Proprietors of the Great and General Field on the west Side Connecticut River in said Springfield (at their meeting then holden for that Purpose) that their lands and the lands of others in said Field lying South of the third Division and north of Agawam River and westerly on the Path to Noddle's Island or on the last Side of the ministry land in said Field and Eastern the 1st Lot and the said Dwight Esq.'s great Lot might be separated from the rest of said fields and made into a distinct and separate fields which the said Proprietors <sup>at said meeting</sup> ~~unreasonably~~ refused that the same might be done Your Petitioner therefore prays your Honours would appoint a Committee to make the Partition prayed for as aforesaid (if they shall judge it to be expedient) and to assign to each field its part and Proportion of fence to be kept up and maintained by the Proprietors of each field respectively as by the Law of this Province is provided in such Cases and as in Duty bound shall pray - Read and Ordered that the Proprietors of the said Great and General Field be notified of the Prayer of the aforesaid Petition in manner as by the Law of this Province in such Cases made and provided is directed that they may appear and shew Cause &c. & the S<sup>d</sup> Petition until the next Term of this Court is continued &c.

Upon the Petition of Archelaus Anderson of Chesterfield setting forth that by means of an unexpected great Rain a Cart the Petitioner had at the Desire of a Committee appointed to repair and secure Chesterfields great Bridge procured for that purpose and which the necessity <sup>was</sup> left on the beach by the River there was carried off and irrecoverably lost and therefore praying Relief It is ordered by this Court that there be allowed and paid to said Petitioner out of the County Treasury for the same Cart the sum of Six pounds of lawful money & that an order issue accordingly - order is 9<sup>th</sup> Sept. 1765

On a motion now made it is ordered by the Court that the County Treasurer be directed to pay to the Committee heretofore appointed to build a new Goal in Springfield or either of them the sum of one hundred and thirty pounds of lawful money for carrying and effecting the business the Receiver standing accountable for the same. Order is 11<sup>th</sup> Oct. 1765

Pursuant to a Warrant under the hands and Seal of the Select-men of the Town of Northampton bearing date the 5<sup>th</sup> day of August instant Rebekah Medman wife of Benjamin Medman Philomen Medman & Selah Medman her Sons Richard Harvey Joshua Seal and Jane Luigg on the 10<sup>th</sup> of the same August were warned to depart and leave the said Town & Eliphae Clap Constable who returns also that the said Rebekah Philomen and Selah had resided in said Town six weeks the said Richard two months and the said Joshua and Jane six weeks respectively that one David Dewey his wife and Child had departed out of said Town before his receiving the S<sup>d</sup> Warrant and that John Webb had been warned out by a former Constable as may be seen on file more fully set forth -



Westfield  
Caution } All Warrant under the hands of the Select men of the Town of Westfield directed  
to the Constable hereafter named and bearing date the 19<sup>th</sup> day of June last was  
now returned to this Court in which it commanded that he forthwith warn the  
persons therein after named viz Jonathan Couch and Sarah his wife and Timothy  
Joseph Eunice Lois Lucy Rebekah and Hannah Couch their Children and Hezekiah  
Pheps also Daniel Insign and Carolina his wife and Daniel Arner and Abigail  
their Children all of whom came from Hartford in Connecticut and Cyphena  
Graham who came from Lymebury also Silvanus Perry and Abigail his  
wife and David John Amy and Sarah their Children and Silvanus Perry Junr  
and Lucy his wife and Lucy their daughter and ~~Thaddeus~~ <sup>Thaddeus</sup> Perry and Huldah Pheps  
her Child who came from Pittsfield last And Elisha Carpenter and Deliverance  
his wife and Seth Elisha Zebulon Bethia Anna Deliverance their Children who  
came from Coventry last, to depart and leave the Town of Westfield forthwith &  
to return to their last and usual place of abode and Upon which it is testified  
that on the 16<sup>th</sup> of August current the said several persons except Silvanus Perry  
Junr & Lucy his wife and Lucy their Child Jonathan Couch Timothy Couch and  
Joseph Couch and Daniel Insign had been warned agreeable to the Directions of  
said Warrant by John Shepard Junr Constable of Westfield.

Northfield  
Caution } Pursuant to a Warrant under the hands and Seal of the Select men of Northfield  
bearing date the 25<sup>th</sup> day of May A.D. 1765 Elias Parmeter Josiah Parmeter both of  
Sudbury Zebulon Lee of Coventry, Jonathan Jacob Robert Grandy & Bethia his wife  
& Bezaleel Samuel Rachel Lydia Abigail & Elisabeth their Children all of Salis-  
bury in the Colony of Connecticut, John Larrabee and Abiah his wife and John and  
Abiah their Children all of Swansey were warned to depart the Town of Northfield  
by Alexander Norton Constable of the 2<sup>d</sup> Town as appears by a Warrant on file.

Northfield  
Caution } Also pursuant to another Warrant under the hands of the Select men of  
Northfield bearing date the 6<sup>th</sup> day of April 1765 On the 20<sup>th</sup> day of May  
next following Annasa Burt who came there from Deerfield on the nineteenth day  
of April 1764 was warned to depart and leave the said Town of Northfield forthwith  
by Alexander Norton Constable as it to be seen on file.

Southampton  
Caution } Pursuant to a Warrant under the hands and Seal of the Select men of Southamp-  
ton bearing date the fifth day of August current On the 12<sup>th</sup> day of the 2<sup>d</sup> August  
Mary Eloner wife of Daniel Eloner and on the 13<sup>th</sup> day of the said August the  
said Daniel Eloner were severally warned to Depart from the 1<sup>st</sup> District & the 2<sup>d</sup>  
Daniel to take his family with him consisting of himself his wife and four  
Children to wit Miriam Mary Daniel and Lot and on the same 13<sup>th</sup> day of  
August afored Herman Tomeroy was also warned to depart from the 1<sup>st</sup> District by  
Elijah Clap Constable as by Warrant on file appears.

Wilbraham  
Caution } Pursuant to a Warrant under the hands and Seals of the Select men of the  
Town of Wilbraham in the County of Hampshire bearing date the 19<sup>th</sup> day of August  
A.D. 1765. on the 25<sup>th</sup> day of the same August Joshua Lewis and Hannah his wife  
Lucy Lewis Prudence Lewis Lydia Lewis and John Lewis Mary Perry Thankful  
Brooks Peter Bishop and Hannah Lewis were warned and notified forthwith to de-  
part out of said Wilbraham by Jesse Warner Constable as by Warrant on file appears.



Pursuant to a Warrant under the hand and Seal of the Town Clerk of the Town of Warwick in the County of Hampshire bearing date the 16<sup>th</sup> day of March last made by order of y<sup>e</sup> Select men and now returned here Benjamin Norton Mary his wife & Elizabeth and Abraham their Children were warned on the 4<sup>th</sup> day of April last to depart from the said Town by Joseph Lawrence Constable. And also pursuant to a warrant from the same Town Clerk made by order of the said Select men and bearing date the 1<sup>st</sup> day of August last, Isaac Ball and Rachel his wife Barnabas Russell & Edith his wife John Amasa and Lucretia their Children, Elizabeth Penney, also Samuel Winslow and Martha his wife Bethia Winslow his sister & her children and Elizabeth Children of the s<sup>r</sup>. Samuel & Martha on the 25<sup>th</sup> of same August were warned to depart out of the said Town by Joseph Lawrence Constable as by the Warrants on file appears.

We the Subscribers being appointed by the Honourable Court of General Sessions of the Peace for the County of Hampshire at November Term a Committee to lay out a High Way from the County Road in Southampton near the meeting house in said place across White loaf hills to the Pine Stub the northwest Corner of Springfield thence southeasterly across the Town of Broadbrook till it unite with the road already laid (by the same Committee and accepted at former Term but now recorded with this Return so as to make the road one entire road from Southampton into Springfield) from Southampton to the meeting house in Springfield, After having given public notice to all persons interested of the time & place of our meeting met at Southampton on Monday the 29<sup>th</sup> day of April 1765. We began at a black oak tree marked Q & H W. which stands in their Town Road by the School House about ten perch north of the meeting house and in the middle of the road we now lay out from said tree we run first South 40° East 60 perch to a stake and stones the Southwest side of the road marked H. W. thence E. 16° S. 38 perch to a stake marked the Southwest side of the road, thence S. 6° E. 21 perch to a stake marked, thence S. 21° W. 14½ perch to a stake marked, thence S. 9° E. 19 perch to a stake & stones, thence S. 36° East 43½ perch to a stake marked, thence E. 36° S. 25 perch to the East side of the bridge. This course the road is laid with ten perch wide, thence E. 2° S. 22 perch to a pine tree marked, thence E. 17° S. 30 perch to a stub marked, thence East 30° South 48 perch to a pine Staddle marked, thence E. 22° S. 40 perch to a pine Staddle marked, thence S. 39° E. 37 perch to a black oak m<sup>d</sup>, thence S. 23° E. 28½ perch to a pine tree marked, thence S. 10° East 24 perch to a stake m<sup>d</sup>, thence S. 43° East 46 perch to a pine tree marked, thence E. 8° S. 24 perch to a pine tree marked, thence East 32° N. 19 perch to a tree marked, thence E. 10° N. 14 perch to a black oak tree marked, thence E. 1° N. 12½ perch to a heap of stones, thence E. 37° S. 16 perch to a black oak marked, thence S. 46° E. 17 perch to a pine tree marked, thence S. 21° East 9 perch to a pine Staddle marked, thence S. 9° E. 9 perch to a black oak marked, thence S. 14° 30" East 26 perch 12 feet to black oak Staddle marked and heap of stones, thence E. 27° N. 5 perch to a black oak tree marked. This last course the Road is laid ten perch wide, thence S. East 22½ perch to a black oak tree m<sup>d</sup>, thence E. 12° S. 17 perch to a black oak m<sup>d</sup>, thence E. 4° N. 33 perch to a pine Staddle m<sup>d</sup>, thence E. 6° S. 16 perch to a pine Staddle m<sup>d</sup>, thence E. 7° S. 15½ perch to a pine m<sup>d</sup>, thence E. 8° S. 17 perch to a pine m<sup>d</sup>, thence E. 15° S. 33 perch to a pine tree m<sup>d</sup>, thence S. 39° East 34 perch to Springfield Corner, the same course 10 perch further to a pine m<sup>d</sup>, thence E. 40° S. 54 perch to a pine Staddle marked, thence S. 42° E. 58 perch to a pine tree marked, thence S. 24° 30" E. 47 perch to a pine tree m<sup>d</sup>, thence S. 39° East 47 perch to a black oak m<sup>d</sup> which stands on the top of the hill east of Broadbrook this course the Road is laid ten perch wide, thence S. 9° E. 50 perch to a black oak tree m<sup>d</sup>. {Width thence



Thence S. 3° E. 93 perch to a black <sup>up</sup> tree mark'd, thence S. 17° E. 32 perch to a black  
 Oak m<sup>d</sup>. thence S. 4° W. 37 perch to a black oak m<sup>d</sup>, thence S. 4° 30' E. 25 perch to a  
 black oak m<sup>d</sup> thence S. 45° E. 26 perch to a white oak mark'd, thence S. 26° East 27½ perch  
 to a white oak m<sup>d</sup> thence S. 34° W. 11½ perch to a pine tree m<sup>d</sup> Q & H W. which stands  
 on the southeast side of Broad Brook, thence South 42° E. 47 perch to a Chestnut tree  
 m<sup>d</sup>, thence S. 30° E. 28 perch to a tree m<sup>d</sup>, thence S. 11° E. 38 perch to an Oak tree m<sup>d</sup>  
 which is at the top of the mountain, thence S. 24° W. 44 perch to a Saddle m<sup>d</sup>  
 thence S. 23° W. 94 perch to a black oak m<sup>d</sup>, thence S. 13° W. 28 perch to a white oak  
 tree mark'd, thence South 37 perch to a white oak tree m<sup>d</sup>, thence S. 21° W. 20  
 perch to a white oak m<sup>d</sup>, thence S. 20° East 22 perch to a white oak mark'd  
 thence S. 23° East 16 perch to a tree mark'd S. 7° East 19 perch to a tree m<sup>d</sup> S. 23° W. 20  
 perch to a tree m<sup>d</sup>, S. 12° E. 20 perch to a tree m<sup>d</sup>, thence E. 40° S. 13 perch to a Tree  
 mark'd, thence S. 24° E. 26 perch to a black oak tree m<sup>d</sup>, thence S. 43° E. 14½ perch to a  
 Tree mark'd, thence S. 2° W. 16 perch to a Saddle m<sup>d</sup>, thence S. 24° W. 26 perch to a  
 Saddle m<sup>d</sup>, thence S. 17° W. 16 perch to a tree m<sup>d</sup>, thence S. 30° East 21 perch to a tree  
 m<sup>d</sup>, thence S. 19° W. 24 perch to a tree m<sup>d</sup> thence S. 9° W. 24 perch to a Saddle mark'd  
 thence S. 21° W. 8 perch, thence S. 38° E. 14 perch to a black oak Saddle mark'd Q & H W.  
 which stands on the east side of the brook that comes out of the pond, note that from  
 the course S. 42° E. above described to the saddle on the east side of the brook last described  
 Width the road is laid eight perch wide, and from this place to Springfield street we lay the  
 road four perch wide, from the afore<sup>d</sup> saddle we run S. 1° E. 11 perch to a black oak tree  
 m<sup>d</sup>, thence S. 28° E. 20½ perch to a white oak tree m<sup>d</sup>, thence S. 5° E. 22 perch to a white  
 oak tree mark'd, thence S. 17° E. 40 perch to a black oak tree m<sup>d</sup>, thence S. 4° 30' E. 24  
 perch to a black oak tree mark'd, thence S. 20° East 9½ perch to a black oak tree mark'd  
 thence S. 3° 30' E. 19 perch to a black oak tree mark'd, thence S. 25° East 22 perch to a  
 black oak m<sup>d</sup>, thence S. 39° E. 20 perch to a black oak tree mark'd, thence S. 37° E. 28 perch  
 to a Walnut Saddle m<sup>d</sup>, thence E. 13° S. 20 perch to a black oak m<sup>d</sup> the north side of  
 the road, thence E. 32° S. 15 perch to a Chestnut mark'd, thence E. 43° S. 34 perch to a  
 Chestnut tree m<sup>d</sup>, thence S. 38° East 18 perch to a white oak tree mark'd, thence S.  
 7° E. 8 perch to a walnut Saddle m<sup>d</sup>, thence S. 3° W. 18 perch to a heap of stones  
 the north side of the road, thence S. 23° E. 44 perch to a black oak tree m<sup>d</sup>, thence S.  
 15° E. 16 perch to a Chestnut tree m<sup>d</sup>, thence S. 22° East 22 perch to a black oak tree  
 mark'd S. 8° 30' East 20 perch to a Chestnut tree m<sup>d</sup>, thence S. 5° West 26 perch to a  
 black oak m<sup>d</sup> S. 8° W. 28 perch to a Saddle m<sup>d</sup>, thence S. 13° W. 19 perch to a Saddle  
 m<sup>d</sup>, thence S. 23° E. 17 perch to a saddle mark'd thence S. 1° 30' W. 7½ perch to a  
 Saddle m<sup>d</sup>, thence S. 25° E. 20 perch to a saddle mark'd, thence S. 30° E. 41 perch  
 to a pine tree m<sup>d</sup>, thence S. 42° E. 19 perch to a white oak m<sup>d</sup>, thence S. 3° E. 123  
 perch to a pine Saddle m<sup>d</sup>, thence S. 2° W. 32 perch to a pine Saddle m<sup>d</sup>, thence S.  
 2° E. 151 perch to a black oak m<sup>d</sup>, thence S. 22° E. 276 perch to a pine Saddle m<sup>d</sup>  
 thence E. 39° E. (probably it should have been S. 39° E.) 20 perch to a pine Saddle m<sup>d</sup>  
 thence Southeast 44½ perch to a white oak m<sup>d</sup>, thence E. 38° S. 28 perch to a pine  
 tree m<sup>d</sup>, thence East 13° S. 40 perch to a stake m<sup>d</sup>, thence E. 30° S. 18 perch to a  
 Saddle m<sup>d</sup> thence E. 4° S. 11 perch to a black oak Saddle m<sup>d</sup>, thence E. 16° 30' N. 2  
 38 perch to a saddle m<sup>d</sup>, thence E. 7° 30' N. 37 perch to the top of a hill north of  
 Ramapogue street, thence E. 10° N. 26 perch, thence E. 13° N. 14 perch, thence E.  
 36° S. 28½ perch, thence S. 7° W. 24 perch, thence S. 39° W. 19 perch to the west  
 side of Ramapogue street, thence S. 15° E. 62 perch to an Elm tree mark'd  
 which stands in the middle of the street, thence S. 22° E. 85 perch, thence E. 14° S.



32 perch to the Northwest corner of Springfield meeting house and marked <sup>the road</sup> Clapboard <sup>Continued</sup> By This road is laid four rods wide throughout except where it is parti-  
cularly said to be wider or narrower, and all the trees said to be marked on the  
Road are mark<sup>d</sup>. H. W. and stand in the middle of the Road except otherwise  
described - Daniel Moody & Seal, W<sup>m</sup> Easton & Seal David Nash & Seal  
Phineas Smith & Seal Clear<sup>d</sup>. Nash & Seal - It is to be remembered that the  
foregoing Return from the Course S<sup>o</sup> 34<sup>o</sup> East or from end of 4<sup>th</sup> Course, & line from  
the top of & opposite side, was accepted at the last Term and ordered to be recorded  
the preceding part of the Return was now read and accepted and ordered to  
be recorded & It is ordered that it whole be known & Considered as a Common  
Highway of the <sup>the</sup> Lord the King - The Return of the Com<sup>rs</sup> respecting the Damages <sup>Report</sup>  
occasioned by the foregoing Road viz to Nathan Ely of Springfield £1. 10. 0. to Samuel <sup>Damages</sup>  
Ely £1. 5. 0 to Daniel White £3. 5. 0. is accepted by the Court & Allowed and as  
well also the Report of Damages occasioned to two Persons at Southampton viz to G<sup>o</sup>  
Strong £0. 8. 0. to the wid<sup>ow</sup> Danks £0. 6. 6 - is allowed & accepted

We the Subscribers being appointed by the Honorable Court of General Sessions  
of the Peace at February Term a Committee to View the Ground and lay out a High <sup>Highway</sup>  
way from the mouth of Agawam to Agawam Street near the School house and also <sup>from</sup>  
from Agawam Street near Ebenezer Cook's along by the meeting house in said Agawam <sup>Agawam</sup>  
and so extending Southwesterly in the most convenient Ground until it unites with <sup>Granville</sup>  
the County Road laid to Bedford (Granville) near the Southwest corner of Springfield <sup>Road</sup>  
after having given notice to all persons interested of the time and place of our meeting <sup>Begin</sup>  
We met at Springfield Wednesday the first Day of May 1765 in order to view the ground <sup>at the</sup>  
and lay out said Road, after having viewed the grounds and heard the Parties we proceeded <sup>Southwest</sup>  
Friday May the Third to lay out said Road Beginning in the County Road laid from <sup>Corner of</sup>  
Suffield to Granville <sup>by the Gate</sup> about sixteen Perch Southeast of Aaron Rising's house and run <sup>Spring</sup>  
E. 34<sup>o</sup> N. 26 perch to a Stake m<sup>d</sup>. H. W. the South Side of the Road which stands in the <sup>Grounds</sup>  
line between Springfield & Suffield, thence E. 34<sup>o</sup> N. 26 perch to a black m<sup>d</sup>. the Southeast <sup>about</sup>  
Side of the Road, thence E. 27<sup>o</sup> N. 110 perch to a black oak tree m<sup>d</sup>. the north Side of Road  
thence E. 20<sup>o</sup> N. 57 1/2 perch to a Stake m<sup>d</sup>. & Stones, thence N. 16<sup>o</sup> E. 38 perch to a Chestnut  
Staddle m<sup>d</sup>. the West Side of the Road, thence N. 34<sup>o</sup> E. 45 perch to a pine m<sup>d</sup>. the  
West Side the Road, thence N. 19<sup>o</sup> E. 30 perch to a black oak tree m<sup>d</sup>, thence N. 9<sup>o</sup> E. 30<sup>o</sup> E  
44 perch to a white oak tree m<sup>d</sup>. thence N. 7<sup>o</sup> E. 42 perch to a white oak tree mark<sup>d</sup>  
the West Side of the road, thence N. 9<sup>o</sup> E. 34 perch to a Chestnut m<sup>d</sup>, thence N. 21<sup>o</sup> E. 20.  
perch to a heap of Stones by Asaph Leonard's house, thence N. 10<sup>o</sup> E. 21 1/2 perch to a  
black oak Staddle m<sup>d</sup>. thence North 20<sup>o</sup> East 32 perch to a black oak Staddle marked,  
thence N. 41<sup>o</sup> 30<sup>o</sup> E. 57. perch to the Brook by Reuben Morley's, thence E. 7<sup>o</sup> S. 6 perch  
thence E. 19<sup>o</sup> N. 8 1/2 perch to a black oak tree m<sup>d</sup>, thence N. 39<sup>o</sup> E. 56 perch to a black oak  
Tree m<sup>d</sup>. thence N. 31<sup>o</sup> E. 27 perch to a White oak tree m<sup>d</sup>. the east Side of the Road, thence  
N. 15<sup>o</sup> E. 29 1/2 perch to a White oak m<sup>d</sup>. the west Side of the road, thence E. 43<sup>o</sup> N. 68 perch  
to a white oak m<sup>d</sup>, thence E. 30<sup>o</sup> N. 32 perch to a Stake m<sup>d</sup>. & heap of Stones, thence E. 14<sup>o</sup>  
N. 21 1/2 perch to a heap of Stones, thence E. 6<sup>o</sup> S. 47 perch to a black oak tree m<sup>d</sup>, thence E.  
4<sup>o</sup> S. 31 perch to a Chestnut Stub on the west Side of feeding hills street, thence E. 25<sup>o</sup> S.  
5. perch, then South 4 perch to a Stake m<sup>d</sup>. and stands on the east Side of feeding hills street,  
thence E. 5<sup>o</sup> N. 64. perch to a Chestnut tree m<sup>d</sup>. thence E. 12<sup>o</sup> N. 67 1/2 perch to a black oak  
tree m<sup>d</sup>, thence E. 1<sup>o</sup> N. 383 <sup>perch</sup> to a black oak Staddle which stands by the meeting house  
thence E. 8<sup>o</sup> S. 12 1/2 perch to a black oak Staddle m<sup>d</sup>, thence E. 11<sup>o</sup> 30<sup>o</sup> N. 42 1/2 perch to a <sup>black</sup>



140  
Way  
Continued

black oak saddle on the south side of the road, thence E. 22° N. 28 perch to a pine tree on the north side of the road, thence E. 4° N. 41 perch to a black oak tree marked the north side of the road, thence E. 22° N. 33 perch to a stake on the north east 34 perch to a black oak marked the same course 14 perch farther to a saddle mark. thence E. 23° N. 48 perch to a stake on the north east 37° N. 45 1/2 perch to a pine saddle mark, thence E. 30° 30' N. 73 1/2 perch to a chestnut saddle mark, thence E. 31° N. 51 perch to a stake on the west side of the road, thence N. 30° E. 30 perch to a Buttonwood tree mark. Q. H.W. thence E. 13° S. 30 1/2 perch to a stake on the west side of the road leading from Springfield to Suffield near Ebenezer Cook's house.

Highway  
from  
Agawam  
Street  
to the  
Mouth of  
Agawam  
River

We then went to the School house in Agawam Street and began at a stake marked Q. H.W. which stands in the edge of the street four perch south of the school house from said stake we run first E. 5° 30' S. 48 perch to a birch saddle on the north side of the road, thence E. 28° 30' S. 20 perch to a pine saddle thence E. 2° S. 26 perch to an alder on the north side of the road, thence East 8° 31' S. 18 perch to a birch saddle on the north side the road, thence E. 20° N. 19 perch to a stake on the north side the road, thence N. 35° E. 30 perch to a white oak on the north side of the road, thence E. 21° 30' N. 44 perch to a birch saddle on the north side of the road, thence E. 9° 30' N. 24 perch to a pine on the north side of the road, thence E. 3° N. 14 perch to a black oak on the north side of the road, thence E. 2° N. 12 1/2 perch to a Walnut on the north side of the road, thence E. 10° N. 15 perch to a small black oak on the north side of the road, thence E. 21° S. 60 perch to a pine tree on the south side of the road, thence E. 21° 30' N. 18 perch to a white oak marked the north side of the road, thence E. 2° N. 32 perch to a pine on the north side of the road, thence East 9° N. 18 perch to a white oak on the north side of the road, thence E. 22° S. 30 perch to a stake on the north side of the road, thence E. 22° N. 56 perch to a stake on the north side of the road, thence N. 4° E. 20 perch to an elm on the north side of the road, thence N. 11° E. 12 perch to a maple tree which stands in the edge of Agawam River by the mouth of S. Agawam.

Width

This road from where it begins at the southwest corner of Springfield to County Road by Ebenezer Cook is laid four perch wide, from Agawam Street to the mouth of Agawam the road is laid two perch wide; it is to be understood that all the trees or saddles on this road that are said to be marked are marked with H.W. and stand in the center of the road except otherwise described. Daniel Mobay & seal David Nash & seal Eleazer Nash & seal - The foregoing Return was first presented at the Term of the Court of the third Tuesday of May last and was then referred to this Term and now this Court having heard & considered the same do approve and accept thereof and order that it be recorded with the Records of this Court and the way therein described known as Corners Highway, for all of His Subjects of & Lord the King - The said Corners Committee also returned the following Estimate of Damages viz to Aaron Rising & his brother £4. 10. - To Captain Burbank £0. 10. 0. To Daniel Pomeroy £0. 10. 0. To Daniel Leonard £4. 0. 0 To William M. Intire £4. 5. 0 To John Sanckton £0. 4. 0 which this Court do accept and allow.

Alteration  
of the  
boundary  
road by  
Benj.  
Ely's

Saturday May the 4th We went to Benjamin Ely's again and viewed the road and agreed to lay the road where the old path went, begun at a stake on H.W. and heap of stones which stands in the road near the foot of the hill south of Joseph Ely's and on the side of the brook that crosses the road between S. Joseph Ely's and Benjamin Ely's and run S. 19° W. 13 perch, thence S. 24° E. 17 perch in a straight line, thence S. 5° 30' E. 18 1/2 perch to a chestnut saddle mark, thence South 8° East 10 perch thence S. 21° W. 12 perch to a grey lock, thence S. 40° 30' W. 34 1/2 perch to a heap of stones.



Stones in the middle of the Road South of Joel Day's this Road three perch wide  
and the Line run the middle of the same - Daniel Mobday & Seal David Nash & Seal  
Leah Nash & Seal - The foregoing Return was originally presented to the Court at  
at Term thereof & was then referred to this time for Advise & Consent and now the Court  
having further considered thereof do accept the same and Order that it be entered  
with the Records of this Term of Court and that the Way as it is now altered as aforesaid  
be known & used as a Common Highway of our Sovereign Lord the King.  
The Return of the Estimate of Damages occasioned to the above named Benj<sup>n</sup>  
by the alteration aforesaid the Court do not allow and accept

Pursuant to an Order of the Court of General Sessions of the Peace holden at  
Northampton in and for the County of Hampshire on the second Tuesday of November 1764 to  
the Subscribers directed We having notified the Town of Shutesbury and the Inhabitants  
of Wiltshire and others concerned did on the 16<sup>th</sup> day of May 1765 proceed to the Service  
assigned us in the Order and having viewed the Country road leading from Montague to  
Shutesbury and also the ground where it is proposed there should be an Alteration made in  
said Road and having heard the Pleas and Arguments of the Parties do judge determine  
and agree that the Alteration in said Road as prayed for by the said Town of Shutesbury  
in their Petition is just and reasonable and best suiting to the public Interest and least Damage  
to private Property and we have laid the same agreeable to a plan herewith presented viz  
Beginning 56<sup>th</sup> West of the Town Road runs east 8. North 32 rods East 2 degrees S. 24 rods -  
East 17 degrees S. 71 rods, East 16 degrees South 58 rods East 13. South 22 rods East 15. South 32 rods  
East 21 rods, East 5. South 20 rods, East 28. South 17 rods, East 44. South 25 rods, the above mentioned.

Road to be four rods in width throughout that part that said Alteration is made, Joseph  
Root & Seal, John Lunn & Seal, Moses Severance & Seal, Josiah Alvord & Seal Esq. Capt & Seal,  
The foregoing Return having been read and considered is allowed by the Court and the  
alteration aforesaid established, and it is ordered by the Court that the said Return be entered  
with the Records of this Court - And the following Amount was now presented by the  
said Committee viz The Charge of Doing the aforesaid Service to each of the above Subscribers  
one day and an half @ 6/8 Day - £2.5. To Capt. Root for making the aforesaid Return  
from Montague to Springfield 35 miles 12/ which amount having been inspected by the  
Court is allowed & it is ordered that the County Treasurer be directed to pay to the said  
Committee the Sums due to them respectively as aforesaid. Order is. 29<sup>th</sup> Oct. 1765

Agreeable to the Order of the Court of General Sessions of the Peace for  
the County of Hampshire of the second Tuesday of November last past ap-  
pointing a Committee to view the Country Road that then was in Chiquapee  
field and report, the Committee appointed to that Service have viewed the  
same and Report that they find it lies in very bad ground that about one  
half the length of it is miry wet ground and has several ponds in it, that it  
lies along by the brushy unimproved ground and the snow in Winter gathers  
into the Highway and makes it almost impracticable for people to get along &  
that it is not nor never can be made equal to the Road by the River, and that the  
same be discontinued. The Court now at this time taking the said Report into  
their further Consideration allow and approve of the same and order it to be recorded  
& it is also ordered that that the said Way (now the old Road) be and it is hereby  
discontinued and no longer known or used as a Common Highway of our  
Sovereign Lord the King.



141 Sea Coffee &c  
Jonas Mace of Monson is licensed by this Court to sell Tea Coffee and China Ware  
Jonas Mace } out of his dwelling house there for one year next ensuing and he recognizes to the Lord  
the King in the sum of £20 with sureties viz Joseph Belknap of South Brimfield  
& Ezekiel Hyde of Monson in the sum of £10. each conditioned that if Jonas keep &  
render the Accounts & pay the Duties required by Law in this Case —

David Field } Licence is granted by this Court to David Field of Deerfield Gent to sell Tea Coffee  
and China Ware out of his dwelling house there for one year next ensuing and he  
recognizes to our Sovereign Lord the King in the sum of £20. with these sureties viz  
Tim<sup>r</sup> Danielson Gent. & James Lawrence Physician both of Brimfield in the sum  
of £10 each with Condition that if said David keep and render the Accounts and  
pay the duties as the Law requires in such Cases —

Timothy Danielson } Licence is granted by this Court to Tim<sup>r</sup> Danielson of Brimfield Gent. to sell Tea  
Coffee & China Ware out of his house there for one year next ensuing; And he recognizes  
to our sovereign Lord the King in the sum of £20. with these sureties viz David Field  
of Deerfield Gent. & James Lawrence of Brimfield Physician in the sum of £10 each  
with this Condition viz that the said Timothy keep and render the Accounts and  
pay the Duties by Law required in such Cases —

James Lawrence } James Lawrence of Brimfield Physician has Licence granted him by y<sup>e</sup> Court  
to sell Tea Coffee and China Ware out of his dwelling house there for one year next  
ensuing & he recognizes to our sovereign Lord the King in the sum of £20. with these  
sureties viz David Field of Deerfield Gent. & Tim<sup>r</sup> Danielson of Brimfield Gent. in y<sup>e</sup>  
sum of £10 each with Condition that the said James do keep and render the accounts  
and pay the Duties by Law required in these Cases —

Moses Billing } Licence is granted by this Court to Moses Billing of Sunderland yeoman to sell Tea  
Coffee & China Ware out of his dwelling house there for one year next ensuing & he recog-  
nizes to our Sovereign Lord the King in the sum of £20. with these sureties to wit  
John Marshall of South Hadley Gent. and John Nash Jun<sup>r</sup> of Amherst yeoman in y<sup>e</sup>  
sum of £10 each with Condition that the said Moses do keep and render the Duties  
and pay the Duties by Law required in this Case

John Marshall } John Marshall of South Hadley Gent. has licence granted him by this Court to sell  
Tea Coffee & China Ware out of his dwelling house there for one year next ensuing & he  
recognizes to our sovereign Lord the King in the sum of £20 with these sureties viz  
Moses Billing of Sunderland yeoman & John Nash Jun<sup>r</sup> of Amherst yeoman in the  
sum of £10. each with Condition that the said Marshall keep and render the Duties  
& pay the duties by Law required in such Cases —

Samuel Colton } Licence is granted by this Court to Samuel Colton the second of Springfield yeoman to sell  
Tea Coffee and China Ware for a year next ensuing & he now here in his proper person recog-  
nizes to our Sovereign Lord the King in the sum of £20. with these sureties viz Obadiah  
Dickinson of Hatfield Gent. & Jos<sup>ph</sup> Holtwood of Amherst yeoman in the sum of £10. each  
with Condition that the said Samuel do keep and render the Accounts and pay the  
Duties by Law required in these Cases —

Israel Richardson } Licence is granted by this Court to Israel Richardson of New Salem to sell Tea Coffee & China Ware  
out of his house there for one year next ensuing & he here recognizes to y<sup>e</sup> Lord the King in the sum of  
£20. with these sureties viz John Field of Amherst Gent. & Ebenezer Crocker of Shutesbury  
Gent. in the sum of £10. each with condition that the said Israel do keep & render the  
Accounts and pay the duties the Law requires in this Case



Licence is granted by this Court to the Widow Rebekah Blip of Springfield to sell Tea Coffee and China Ware for one year next ensuing. And Jon<sup>a</sup> Blip of Springfield Gent<sup>l</sup> comes here in his proper person and Recognizes to our Sovereign Lord the King on the behalf of <sup>Wid<sup>w</sup></sup> <sup>Rebekah</sup> <sup>Blip</sup> Rebekah as principal in the Sum of £20. with these Sureties viz Justin Ely of Springfield and Daniel Hitchcock of Northampton gentlemen in the Sum of £10 each with Condition that the said Rebekah keep and render the Accounts & pay the Duties by Law required in this Case.

Licence is granted by this Court to John Ely of Springfield yeoman to sell Tea Coffee & China Ware out of his Shop there for one year next ensuing And Justin Ely of Springfield Gent<sup>l</sup> comes here in his proper person and recognizes to our Lord the King as principal on behalf of the <sup>John</sup> John in the Sum of £20 with these Sureties viz Jonathan Blip of Springfield Gent and Daniel Hitchcock of Northampton Gent in the Sum of £10 each with Condition that the said John Ely do keep and render the accounts & pay the Duties by Law required &c

Licence is granted by this Court to David White of Charlemont to sell tea Coffee & China Ware for one year next ensuing out of his house there, & St Jeth Bullin of Deerfield comes here in his proper person & on behalf of the said David recognizes to the Lord the King in the Sum of £20 With these Sureties viz John Field of Amherst Gent & John Hinddale of Deerfield yeoman in the sum of £10 each with condition that the said David keep and render the Accounts and pay the Duties by Law required &c

Licence is granted by this Court to Timothy Dwight Jun<sup>r</sup> to sell tea, Coffee & China Ware out of his Store in Northampton for one year next ensuing. And he here in Court Recognizes to the Lord the King in the Sum of £20 with these Sureties viz Moses Blip Gent. & Justin Ely Gent. both of Springfield with Condition that the said Tim<sup>o</sup> keep & render the Accounts & pay the duties by Law required in this Case

Licence is granted by this Court to Daniel Harris of Springfield to sell Tea, Coffee & China Ware out of his dwelling house there for one year next ensuing, & he here recognizes to our Sovereign Lord the King in the Sum of £20. with these Sureties viz Peter Smith of Amherst and Job Alvord of Springfield in the Sum of £10 each to keep & render the Accounts & pay the duties by Law required of him of <sup>Daniel</sup> Daniel in this Case

Licence is granted to Jon<sup>a</sup> Worner of Hadley to sell tea Coffee & China Ware out of his Store in Hadley for one year next ensuing. <sup>Oliver Worner of Hadley</sup> & comes here in his proper person and recognizes to our sovereign Lord the King in the Sum of £20. with these Sureties viz John Clary yeoman and Joseph Field yeoman both of Sunderland in the Sum of £10 each with Condition that the <sup>Jon<sup>a</sup></sup> Jonathan Worner do keep and render the accounts and pay the duties by Law required of him in this Case

Licence is granted by this Court to John Morley of Westfield Gent. to sell Tea, Coffee and China Ware out of his Shop there for one year next ensuing & he recognizes to our Lord the King in the Sum of £20. with these Sureties viz Mess<sup>rs</sup> Justin Ely & Tho<sup>s</sup> Williston both of Springfield in the sum of £10. each with Condition that if <sup>John</sup> John do keep and render the Accounts & pay the Duties by Law required in this Case

Licence is granted by this Court to Eldad Taylor to sell Tea Coffee & China Ware out of his dwelling house in Westfield for one year next ensuing; And he recognizes to our Lord the King in the Sum of £20. with these Sureties viz Mess<sup>rs</sup> John Phelps of Westfield & Daniel Hitchcock of Northampton in the sum of £10 each with this Condition viz that that if <sup>Eldad</sup> Eldad keep and render the Accounts and pay the Duties by Law required in this Case



142. Licence is granted by this Court to Biddad Fowler of Westfield to sell Tea Coffee and China Ware out of his Store there for one year next ensuing - And he here recognises to our Lord the King With these Sureties viz John Worthington & Ensign John Ingersoll that is to say of Biddad in sum of £20. these Sureties in £10. each with Condition that y<sup>t</sup>. Biddad do keep & render of Accounts & pay the Duties by Law required in this Case

### Innholders & Retailers of Spirituous Liquors

Aaron Parson of Springfield is licensed by the Court to be an Innholder Retailer and Common Victualler in his present dwelling house there for one year next ensuing & the s<sup>d</sup>. Aaron here recognises to our Lord the King as principal in the sum of £10. with these Sureties viz Isaac Brewer of Wilbraham and John Shearer of Palmer in the sum of £5 each with this Condition to wit that the s<sup>d</sup>. Aaron do keep good rule & order in his house & duly observe the Laws made for regulation of such Houses, & he y<sup>t</sup>. Aaron also recognises to y<sup>e</sup>. Lord of King in the sum of £50. with y<sup>e</sup>. Sureties above named in £25 each with this Condition viz y<sup>t</sup>. Aaron do keep & render of Acounts & pay of Duties by Law required

Moses Marsh of Hadley Gent is licensed to be an Innholder Retailer & Common Victualler in the House he now dwells in for one year next ensuing & he recognises to the Lord of King in the sum of £10 with these sureties viz Jon<sup>a</sup>. Clap and Ezra Clark both of North<sup>a</sup> in the sum of £5. each with Condition that y<sup>t</sup>. Moses do keep good rule & order in his s<sup>d</sup>. house & shall duly observe the laws of this province made for regulation of such Houses & the s<sup>d</sup>. Moses likewise recognises to the King in another sum of £50. with y<sup>e</sup>. same Sureties in £25 each with Condition that he keep & render the Acounts & pay the Duties by Law required

Jon<sup>a</sup>. Clap - Licence is granted by the Court to Jonathan Clap of Northampton to be an Innholder Retailer and Common Victualler in the house when he now dwells for one year next ensuing & he recognises to our Lord the King in the sum of £10. with these Sureties viz Moses Marsh of Hadley and Ezra Clark of Northampton in the sum of £5. each With Condition that y<sup>t</sup>. Jon<sup>a</sup>. do keep good rule & order in his house & duly observe the Laws made for regulation of such houses & he also recognises to y<sup>e</sup>. Lord of King in the sum of £50. with y<sup>e</sup>. same Sureties in £25 each with Condition that y<sup>t</sup>. Jon<sup>a</sup>. do keep & render the Accounts & pay the duties by Law required in this Case

Ezra Clark - Licence is granted to Ezra Clark of Northampton to be an Innholder Retailer & Common Victualler in the house he dwells in there for one year next ensuing; & he recognises here to our Sovereign Lord the King in the sum of £10. with these Sureties viz Mess<sup>rs</sup>. Moses Marsh of Hadley & Jon<sup>a</sup>. Clap of Northampton in the sum of £5. each with Condition that y<sup>t</sup>. Ezra do keep good rule & order in his s<sup>d</sup>. house & duly observe the Laws made for Regulation of such houses; He also recognises to the s<sup>d</sup>. Lord the King in the sum of £50. with y<sup>e</sup>. same Sureties in £25. each with Condition that he keep & render of Acounts & pay y<sup>e</sup>. duties by Law required in this Case.

Oliver Partridge of Hatfield is licensed to be a Retailer of Spirituous Liquors out of his Shop there to be spent out of Doors only for one year next ensuing & he recognises to the Lord the King in the sum of £10. with Sureties viz Mess<sup>rs</sup>. Tellour Billing of Sunderland & Nathan Trary of Deerfield in sum of £5 each with Condition that y<sup>t</sup>. Oliver do keep good rule & order in his house & duly observe the Laws respecting persons licensed to sell out of Doors only & he also recognises to the Lord of King in y<sup>e</sup>. sum of £50. with y<sup>e</sup>. same Sureties in £25. each With Condition that y<sup>t</sup>. Oliver do keep & render y<sup>e</sup>. Acounts & pay the duties by Law requir<sup>d</sup>. in this Case

Aaron Denio of Greenfield is licensed to be an Innholder Retailer and Common Victualler in his dwelling house there for one year next ensuing & he now comes here & recognises to our Sovereign Lord the King in the sum of £10 with these Sureties viz Mess<sup>rs</sup>. Tellour Billing of Sunderland & James Grew of Monson in the sum of £5 each with Condition that the s<sup>d</sup>. Aaron do keep good rule & order



and order in his house and duly observe the Laws made for Regulation of such houses & he also  
recognizes to the Lord the King in the sum of £50. with the same Sureties in £25 each to keep  
and render the Accounts and pay the Duties by Law required in this Case

Licence is granted to James Grow of Monson to be an Innholder Retailer & Common Victualler James  
in the house he dwells in there for one year next ensuing & he now comes here & Recognizes to our Lord the King  
in the sum of £10 with these Sureties viz Messrs Fullow Billings & Aaron Denio  
last above named in y<sup>e</sup> sum of £5 each with Condition that the said James do keep good rule & order in  
his said house and duly observe the Laws made for Regulation of such houses; He also recognizes  
to the King in y<sup>e</sup> sum of £50. with y<sup>e</sup> same Sureties in £25. each with Condition that if the said James  
do keep and render the Accounts and pay the Duties by Law required in this Case

Licence is granted to Fullow Billings of Sunderland Gent. to be an Innholder Retailer & Common Victualler  
in the house he dwells in there for one year next ensuing, & he Recognizes to the Lord the King  
as principal in the sum of £10. with these Sureties viz Aaron Denio of Greenfield & James Grow  
of Monson in the sum of £5 each with Condition that the said Fullow do keep good rule & order in  
his house & duly observe the Laws made for Regulation of such houses, He also Recognizes to the said  
Lord the King in the sum of £50. with the same Sureties in £25. each with Condition that if  
the said Fullow do keep and render the Accounts & pay the Duties by Law required in this Case.

Licence is granted to Samuel How of Belcherstown Gent. to be an Innholder Retailer and Common  
Victualler in his dwelling house there for one year next ensuing & he now comes here & Recognizes to our Lord the King  
in the sum of £10. with these Sureties viz Nathan Frary of Deerfield  
& Joseph Mitchel of Ashfield in the sum of £5 each with Condition that the said Samuel do  
keep good rule & order in his said house & duly observe the Laws made for Regulation of such houses and  
he also Recognizes to the Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that if the said Samuel do keep & render the Accounts & pay the Duties by Law required in this Case

Licence is granted to Nathan Frary of Deerfield to be an Innholder Retailer & Common Victualler  
in his dwelling house there for one year next ensuing & he comes here & Recognizes to the Lord the King  
as principal in the sum of £10. with Sureties viz Samuel How & Joseph Mitchel last above named  
in the sum of £5. each, with Condition that the said Nathan do keep good rule & order in his house  
and duly observe the Laws made for Regulation of such houses. He also here Recognizes to y<sup>e</sup> Lord the  
King in the sum of £50. with the same Sureties in £25 each with Condition that if the said Nathan  
do keep & render the Accounts & pay the duties by Law required of him in this Case

Licence is granted to Joseph Mitchel of Ashfield to be an Innholder Retailer & Common Victualler  
in his dwelling house there for one year next ensuing & he comes here & Recognizes to the Lord the King  
in the sum of £10. with Sureties viz Samuel How and Nathan Frary above named in the sum of £5 each  
with Condition that the said Joseph do keep good rule and order in his  
house & duly observe the Laws made for Regulation of such houses & He also Recognizes to the  
Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if  
the said Joseph do keep & render the Accounts & pay the duties by Law required in this Case

Licence is granted to Barret Phelps of Belcherstown to be an Innholder Retailer & Common Victualler  
in his dwelling house there for one year next ensuing & he now here Recognizes to our Lord the King  
in the sum of £10. with these Sureties viz Jeremiah Powers Gent. and  
William Rogers y<sup>e</sup> German both of Greenwich in the sum of £5 each with Condition that if  
the said Barret keep good rule & order in his house & duly observe the laws made for Regulation of such  
houses; He also Recognizes in the sum of £50. with the same Sureties in £25. each with Condition that if  
the said Barret do keep and render the Accounts & pay the Duties by Law required of him

Licence is granted to Jeremiah Powers of Greenwich Gent. to be an Innholder Retailer and Common  
Victualler in his dwelling house there for one year next ensuing & he Recognizes to the Lord the King



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Jeremiah Powers } Lord the King in the sum of £10 with these Sureties viz Barret Phelps of Belchertown and  
William Rogers of Greenwich in the sum of £5. each with Condition that thes<sup>r</sup>. Jeremiah do keep good rule  
and Order in his house and duly observe the laws made for regulation of such houses he also recognizes  
to the Lord the King in the sum of £50 with the same Sureties in £25. each with this Condition that  
he thes<sup>r</sup>. Jeremiah do keep and render the Accounts & pay the Duties by Law required in this Case

William Rogers } Licence is granted to William Rogers of Greenwich to be an Innholder Retailer & Common  
Vittualler in his dwelling house there for one year next ensuing & he now here recognizes to our  
Lord the King in the sum of £10. with Sureties viz the before named Jeremiah Powers and  
Barret Phelps in the sum of £5 each with Condition that he thes<sup>r</sup>. William do keep good rule  
& Order in his house & duly observe the Laws made for regulation of such houses; & he also recognizes  
to the Lord the King in the sum of £50. with the same Sureties in £25 each with this Condition  
viz that heys<sup>r</sup>. William do keep & render the Accounts & pay the Duties by Law required of him

Edward Webber } Licence is granted to Edward Webber of South Brimfield to be an Innholder Retailer & Common  
Vittualler in his dwelling house there for one year next ensuing & he now here recognizes to y<sup>r</sup> Lord  
the King in the sum of £10. with these Sureties viz Joseph Belknap of South Brimfield & Nathaniel  
Collins of Brimfield in the sum of £5 each with Condition that thes<sup>r</sup>. Edward do keep good rule &  
Order in his house & duly observe the laws made for regulation of such Houses; He also recognizes  
to the Lord the King in the sum of £50. with the same Sureties in £25 each with Condition y<sup>t</sup>  
heys<sup>r</sup>. Edward do keep & render the Accounts & pay the duties by Law required of him

Thomas French } Licence is granted to Thomas French of Deerfield to be an Innholder Retailer & Common  
Vittualler in his dwelling house there for one year next ensuing & he now recognizes to the Lord  
the King in the sum of £10. with these Sureties viz Israel Hubbard of Sunderland & Ebenezer  
Pomeroy of Hadley in the sum of £5 each with this Condition that y<sup>r</sup>. Ebenezer do keep good  
Rule & Order in his house & duly observe the laws made for regulation of such houses & he also recognizes  
to the Lord the King in the sum of £50. with the same Sureties in the sum of £25 each With  
Condition that y<sup>r</sup>. Thomas do keep & render the Accounts & pay the Duties by Law required &

Israel Hubbard } Licence is granted to Israel Hubbard of Sunderland to be an Innholder Retailer & Common Vittualler  
in his dwelling house there for one year next ensuing & He here recognizes to our Lord y<sup>r</sup> King  
in the sum of £10 with these Sureties viz Thomas French of Deerfield & Ebenezer Pomeroy  
of Hadley in the sum of £5 each with this Condition viz that thes<sup>r</sup>. Israel do keep good rule and  
Order in his house & duly observe the Laws made for regulation of such houses He also recognizes to  
the Lord the King in the sum of £50. with the same Sureties in y<sup>e</sup> sum of £25 each with Condition  
that he y<sup>r</sup>. Israel do keep & render the Accounts & pay the Duties by Law required of him -

Ebenezer Pomeroy } Licence is granted to Ebenezer Pomeroy of Hadley to be an Innholder Retailer & Common  
Vittualler in his dwelling house there for one year next ensuing. & he here recognizes to our  
Lord the King in the sum of £10 with these Sureties viz the above named Thomas French  
& Israel Hubbard in the sum of £5 each with Condition that y<sup>r</sup>. Ebenezer do keep good  
Rule & Order in his house & duly observe the Laws made for regulation of such houses He also re:  
cognizes to the Lord the King in the sum of £50. with y<sup>e</sup> same Sureties in £25 each With this  
Condition viz thes<sup>r</sup>. Ebenezer do keep & render the Accounts & pay the Duties by Law required of him.

John Knox } Licence is granted to John Knox of Blandford to be an Innholder Retailer and Vittualler in  
his dwelling house there for one year next ensuing. & he here Recognizes to our sovereign  
Lord the King in the sum of £10 with these Sureties viz George Pyrchon of Gosport & Ebenezer  
Selden of Springfield in the sum of £5. each with Condition that y<sup>r</sup> said John do keep good rule  
and Order in his house and duly observe y<sup>e</sup> laws made for regulation of such houses; He also recogni:  
zes to y<sup>r</sup> Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that he y<sup>r</sup>. John do keep & render y<sup>e</sup> Accounts & pay the Duties by Law required of him



Licence is granted to George Pymhon of Granville to be an Innholder Retailer & Common  
Victualler in his dwelling house there for one year next ensuing & he here recognises with Sureties to <sup>George</sup> Pymhon  
the Lord of King in & of the sum of £10. John Knox of Blanford & Ebenezer Selden of  
Springfield Sureties in the sum of £5. each with this Condition that y<sup>e</sup> George do keep good rule &  
order in his house & duly observe the laws made for regulation of such houses. He also recognises to the  
Lord of King as principal in & of the sum of £50. with the same Sureties in £25 each, with this Condition  
viz that y<sup>e</sup> George do keep & render the Accounts & pay the duties by Law required in this Case -

Licence is granted to Ebenezer Selden of Springfield to be an Innholder Retailer and  
Common Victualler in his dwelling house there for a year next ensuing. & he here recognises to y<sup>e</sup> Selden  
Lord the King in the sum of £10 with Sureties viz George Pymhon of Granville & John Knox  
of Blanford in & of the sum of £5 each with Condition that y<sup>e</sup> Ebenezer do keep good rule & order in  
his house & duly observe the Laws made for Regulation of such houses & He also here recognises to  
the Lord the King in the sum of £50 with y<sup>e</sup> same Sureties in £25 each with this Condition viz  
that y<sup>e</sup> Ebenezer do keep & render the Accounts & pay the duties by Law required of him in this Case.

Licence is granted to Joseph Root of Montague Gent to keep a publick Inn & to retail Spirituous  
Liquors in his dwelling house there for one year next ensuing & he now here recognises to y<sup>e</sup> Lord the Root  
King agreeable to the Law of this Province in this behalf provided in the sum of £10. with these  
Sureties viz George Howland of Greenfield & John Smith of South Hadley in £5. each with Condition  
that y<sup>e</sup> Joseph do duly observe the Laws made for regulation of such Houses, He also recognises to  
the Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that he  
y<sup>e</sup> Joseph do keep and render y<sup>e</sup> Accounts & pay the duties by Law required of him in this Case

Licence is granted to George Howland of Greenfield to be an Innholder Retailer & Common Vic- <sup>George</sup>  
tualler in his present dwelling house there for one year next ensuing & the y<sup>e</sup> George now here recog- <sup>Howland</sup>  
nises to y<sup>e</sup> Lord the King in the sum of £10. with these Sureties viz Joseph Root of Montague and  
John Smith of South Hadley in the sum of £5 each with the Condition which by the Statute  
of this Province in this behalf provided is required. & He also here recognises to y<sup>e</sup> Lord of King  
in the sum of £50. with the same Sureties in £25 each with this Condition to wit that y<sup>e</sup>  
said George do keep & render the Accounts & pay the duties by Law required in this Case.

Licence is granted to John Smith of South Hadley to be an Innholder Retailer & Common <sup>John</sup>  
Victualler in his present dwelling house there for one year next ensuing; And he now here recog- <sup>Smith</sup>  
nises to our Sovereign Lord the King in the sum of £10. with these Sureties viz Joseph Root of Mon-  
tague & George Howland of Greenfield in the sum of £5 each with the Condition required by the  
Statute of this Province in this behalf provided. & He also here recognises to the y<sup>e</sup> Lord the  
King in the sum of £50. with the same Sureties in the sum of £25 each with Condition y<sup>t</sup>  
the y<sup>e</sup> John do keep & render y<sup>e</sup> Accounts and pay the Duties by Law required of him in this Case.

Licence is granted to James Ball of Warwick to be an Innholder Retailer & Common - <sup>James</sup>  
Victualler in his present dwelling house there for one year next ensuing. And he now here recog- <sup>Ball</sup>  
nises to our Sovereign Lord the King in the sum of £10. with these Sureties viz Moses Warner  
& Moses Smith both of Amherst in the sum of £5 each with the Condition required by the Law  
of this Province in this behalf made & provided, & he also here recognises to y<sup>e</sup> Lord of King  
in the sum of £50. with the same Sureties in £25 each with this Condition to wit that y<sup>e</sup>  
James do keep & render the Accounts and pay the duties by Law required in this Case.

Licence is granted to Moses Warner of Amherst to be an Innholder Retailer & Common Vic- <sup>Moses</sup>  
tualler in his present dwelling house there for one year next ensuing & he here recognises to our <sup>Warner</sup>  
Lord the King in the sum of £10. with these Sureties viz James Ball of Warwick and Moses Smith  
of Amherst in the sum of £5. each with the Condition required by one Act of this Province  
in this



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 in this behalf made and provided And he also here recognizes to the said Lord the King in  
 the sum of £50. with the same Sureties in £25 each with this Condition viz that he y<sup>e</sup>  
 Warner do keep and render the Accounts and pay the Duties by Law required in this Case  
 Moses  
 Smith } Licence is granted to Moses Smith of Amherst to be an Innholder Retailer and Common  
 Victualler in his dwelling house there for one year next ensuing, And he here recognizes to our  
 sovereign Lord the King in the sum of £10. with these Sureties viz James Ball of Warwick  
 and Moses Warner of Amherst in the sum of £5 each with the Condition which by one Law  
 of this Province in this behalf provided is required. He also here recognizes to the said Lord  
 the King in the sum of £50. with the same Sureties in £25 each with this Condition  
 viz that y<sup>e</sup> Smith do keep and render the Accounts & pay the Duties by Law required  
 Nathaniel  
 Pease } Licence is granted to Nathaniel Pease of Blanford to be an Innholder Retailer & Common  
 Victualler in his present dwelling house there for one year next ensuing. He here recognizes  
 to our sovereign Lord the King in the sum of £10. with these Sureties viz Benj<sup>a</sup> Loomis  
 of Westfield & Tilly Rice of Springfield in the sum of £5 each with the Condition which  
 by one Law of this Province in this behalf provided is required. He also recognizes  
 to the said Lord the King in the sum of £50. with the same Sureties in £25 each with Con-  
 dition that y<sup>e</sup> Nathaniel do keep & render the Accounts & pay the Duties by Law required of him  
 Benj<sup>a</sup>  
 Loomis } Licence is granted to Benjamin Loomis of Westfield to be an Innholder Retailer & Common  
 Victualler in his dwelling house there for one year next ensuing. He here recognizes to our Lord  
 the King in the sum of £10. with these Sureties viz Nathaniel Pease of Blanford & Tilly Rice  
 of Springfield in the sum of £5 each, with the Condition which by one Law of this Pro-  
 vince in this behalf provided is required. And he also recognizes to the said Lord the King  
 in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts  
 and pay the duties by Law Required of him y<sup>e</sup> Benj<sup>a</sup> in this Case  
 Tilly  
 Rice } Licence is granted to Tilly Rice of Springfield to be an Innholder Retailer & Common  
 Victualler in his present dwelling house there for one year next ensuing. He here recognizes  
 to our sovereign Lord the King in the sum of £10. with these Sureties viz Nath<sup>l</sup> Pease of Blanford  
 & Benj<sup>a</sup> Loomis of Westfield in the sum of £5 each. With the Condition which by one Law of  
 this Province in this behalf provided is required. And he also recognizes to y<sup>e</sup> Lord of King in  
 the sum of £50. with the same Sureties in £25 each with this Condition viz that he y<sup>e</sup>  
 Tilly do keep & render the Accounts & pay y<sup>e</sup> Duties by Law required in this Case  
 Abel  
 Chapin } Licence is granted to Abel Chapin of Springfield to be an Innholder Retailer & Common  
 Victualler in his present dwelling house there for one year next ensuing. He here recognizes to  
 our sovereign Lord the King in the sum of £10. with these Sureties viz Zachens Crocker of  
 Shutesbury & James Cooke of New Salem in the sum of £5 each with the Condition which  
 by one Law of this Province in this behalf made & provided is required. He also recognizes to y<sup>e</sup>  
 said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
 that he y<sup>e</sup> Abel do keep and render the Accounts & pay the Duties by Law required in y<sup>e</sup> Case  
 Zachens  
 Crocker } Licence is granted to Zachens Crocker of Shutesbury to be an Innholder Retailer  
 & Common Victualler in his dwelling house there for one year next ensuing, He here recognizes  
 to our sovereign Lord the King in the sum of £10. with these Sureties viz Abel Chapin of  
 Springfield & James Cooke of New Salem in the sum of £5 each with the Condition which  
 by one Law of this Province in this behalf provided is required. He also recognizes to  
 y<sup>e</sup> Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
 that y<sup>e</sup> Zachens do keep and render the Accounts and pay the Duties by Law required  
 James  
 Cooke } Licence is granted to James Cooke of New Salem to be an Innholder Retailer & Common  
 Victualler in his dwelling house there for one year next ensuing. He here recognizes to our  
 sovereign Lord the King in the sum of £10. with these Sureties viz Abel Chapin of  
 Springfield & Zachens Crocker of Shutesbury in the sum of £5 each with the Condition which  
 by one Law of this Province in this behalf provided is required. He also recognizes to  
 y<sup>e</sup> Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
 that y<sup>e</sup> James do keep and render the Accounts and pay the Duties by Law required



Sovereign Lord the King in the sum of £10. with these Sureties viz Abel Chapin of Springfield & Nathaniel Crocker of Shutesbury in the sum of £5 each with the condition which by one Law of this Province in this behalf provided is required. And he also here recognizes to his? Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? James do keep & render the Accounts & pay the Duties by Law required of him

License is granted to John Russell of Deerfield to Retail Spirituous Liquors out of his dwelling house there to be spent out of doors for one year next ensuing And he now here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz Silent Wilde of Shutesbury and Israel Richardson of New Salem in the sum of £5 each with the Condition which by one Law of this Province in this behalf provided is required And he also recognizes to his? Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? said John do keep & render the Accounts and pay the Duties by Law required of him

License is granted to Silent Wilde of Shutesbury to sell Spirituous Liquors by Retail out of his dwelling house there to be spent out of doors only for one year next ensuing & he here recognizes Wilde to our sovereign Lord the King in the sum of £10. with these Sureties viz John Russell of Deerfield & Israel Richardson of New Salem in the sum of £5 each with the Condition which by one Law of this Province in this behalf made & provided is required, & he also here recognizes to our said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that the S. Silent do keep & render the Accounts & pay the Duties by Law required of him

License is granted to Israel Richardson of New Salem to retail Spirituous liquors out of his dwelling house there to be spent out of doors only for one year next ensuing; & he here recognizes Richardson to the Lord the King in the sum of £10. with these Sureties viz John Russell of Deerfield & Silent Wilde of Shutesbury in the sum of £5 each with the Condition which by one Law of this Province in this behalf provided is required And he also recognizes to our said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? said Israel do keep and render the Accounts and pay the Duties by Law required of him

License is granted to John Kellogg of Hadley to be an Innholder Retailer & Common Victualler in his dwelling house there for one year next ensuing And he here recognizes to our sovereign Lord the King in the sum of £10. with these Sureties viz Noah Morgan of Brimfield & Jonathan Rogers of Ware in the sum of £5 each with the Condition which by one Law of this Province in this behalf made & provided is required And he also here recognizes to his? Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? John do keep and render the Accounts and pay the Duties by Law required of him

License is granted to Noah Morgan of Brimfield to be an Innholder Retailer & Common Victualler in his Dwelling house there for one year next ensuing And he here recognizes to our sovereign Lord the King in the sum of £10. with Sureties viz John Kellogg of Hadley & Jonathan Rogers of Ware in the sum of £5 each with the Condition which by one Law of this Province in this behalf provided is required. And he also recognizes to his? Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? Noah do keep & render the Accounts & pay the Duties by Law required of him in this case

License is granted to Jonathan Rogers of Ware to be an Innholder Retailer & Common Victualler in his dwelling house there for one year next ensuing; & he here in Court recognizes Rogers to his? Lord the King in the sum of £10. with these Sureties viz John Kellogg of Hadley and Noah Morgan of Brimfield in the sum of £5 each with the Condition which by one Law of this Province in this behalf made & provided is required; And he also recognizes to his? Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that if? Jonathan do keep & render the Accounts & pay the Duties by Law required of him



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Richard Bishop } Licence is granted to Richard Bishop of Monson to be an Innholder Retailer & Common  
Virtualles in his dwelling house there for one year next ensuing & he here recognises to the Lord  
the King in the sum of £10. with these Sureties viz Asa Fish of South Brimfield and Ephraim  
Munson of Granville in the sum of £5 each with the condition which by one Law of this  
Province in that behalf made & provided is required in this Case & he also recognises to y<sup>e</sup> said  
Lord the King in the sum of £50. with y<sup>e</sup> same Sureties in the sum of £25 each with Con-  
dition that y<sup>e</sup> Richard do keep & render the Accounts & pay the Duties by Law required of him

Asa Fish } Licence is granted to Asa Fish of South Brimfield to be an Innholder Retailer & Common  
Virtualles in his dwelling house there for one year next ensuing And he here recognises to our  
Sovereign Lord the King in the sum of £10. with these Sureties viz Richard Bishop of Monson  
& Ephraim Munson of Granville in the sum of £5. each with the Condition which by one  
Law of this Province in this behalf provided is required And also recognises to our s<sup>d</sup> Lord the  
King in y<sup>e</sup> sum of £50. with the same Sureties in £25 each With this Condition to wit  
that y<sup>e</sup> Asa do keep and render y<sup>e</sup> Accounts & pay the Duties by Law required of him

Ephraim Munson } Licence is granted to Ephraim Munson of Granville to be an Innholder Retailer & Common  
Virtualles in his dwelling house there for one year next ensuing And he here recognises to  
our Sovereign Lord the King in the sum of £10. with these Sureties viz Rich<sup>d</sup> Bishop of Monson  
& Asa Fish of South Brimfield in the sum of £5 each with y<sup>e</sup> Condition by one Law of this  
Province in that behalf made and provided, required - & he also here recognises to y<sup>e</sup> s<sup>d</sup> Lord  
the King in the sum of £50. with y<sup>e</sup> same Sureties in y<sup>e</sup> sum of £25 each with Condition  
that y<sup>e</sup> Ephraim do keep & render the Accounts & pay the Duties by Law required of him -

Elias Lyman } Licence is granted to Elias Lyman of Northampton to be an Innholder Retailer & Common  
Virtualles in his dwelling house there for one year next ensuing & he here recognises to our  
Sovereign Lord the King in the sum of £10. with these Sureties viz Benj<sup>a</sup> Tupper of Chester-  
field and Thomas Dick of Pelham in the sum of £5 each with y<sup>e</sup> Condition which by one  
Law of this Province in this behalf made & provided is required & he also recognises to  
thes<sup>d</sup> Lord the King in the sum of £50 with y<sup>e</sup> same Sureties in £25 each with Condition that  
thes<sup>d</sup> Elias do keep & render the Accounts & pay the Duties by law required of him

Benj<sup>a</sup> Tupper } Licence is granted to Benj<sup>a</sup> Tupper to be an Innholder Retailer & Common Virtualles in his dwelling  
house in Chesterfield for one year next ensuing - And he here recognises to our Sovereign Lord  
the King in the sum of £10. with these Sureties viz Elias Lyman of Northampton and  
Thomas Dick of Pelham in the sum of £5 each with the Condition which by one Law  
of this Province in this behalf made and provided is required & he also recognises to y<sup>e</sup> said  
Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that  
thes<sup>d</sup> Benj<sup>a</sup> do keep and render the Accounts & pay the Duties by Law required of him

Thomas Dick } Licence is granted to Thomas Dick of Pelham to be an Innholder Retailer & Common Virtualles  
in his dwelling house there for one year next ensuing & he recognises to y<sup>e</sup> Lord the King in  
the sum of £10. with these Sureties viz Elias Lyman of Northampton and Benj<sup>a</sup> Tupper  
of Chesterfield in the sum of £5 each with y<sup>e</sup> Condition which by one Law of this Pro-  
vince in this behalf made and provided is required - He also recognises to y<sup>e</sup> s<sup>d</sup> Lord the  
King in y<sup>e</sup> sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that y<sup>e</sup> said  
Thomas do keep & render the Accounts & pay y<sup>e</sup> Duties by law required of him

Timothy Danielson } Licence is granted to Tim<sup>o</sup> Danielson of Brimfield Gent. to retail spirituous Liquors out of his  
dwelling house there to be spent out of Doors only for one year next ensuing - & he here recognises to  
our Sovereign Lord the King in the sum of £10. with these Sureties viz Will<sup>m</sup> Eastman of  
South Hadley & Daniel Harris of Springfield in the sum of £5 each with y<sup>e</sup> Condition which  
by one Law of this Province in this behalf made & provided is required - He also recognises to y<sup>e</sup>  
said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that y<sup>e</sup> Timothy do keep & render the Accounts & pay the Duties by Law required of him -



Licence is granted to William Eastman of South Hadley to be a Retailer of spirituous liquors out of his dwelling house there to be spent out of Doors for one year next ensuing & he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz Timothy Danielson of Brimfield & Daniel Harris of Springfield in the sum of £5 each with y<sup>e</sup> Condition which by the Law of this Province in this behalf provided is required in this Case, he also recognizes to y<sup>e</sup> Lord the King in the sum of £50. with the same Sureties in £25 each; to keep and render y<sup>e</sup> Accounts and pay y<sup>e</sup> Duties by Law required of him & y<sup>e</sup> William being y<sup>e</sup> Condition thereof

Licence is granted to Daniel Harris of Springfield to retail spirituous Liquors out of his dwelling house there to be spent out of Door only for one year next ensuing; & he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz Timothy Danielson of Brimfield and William Eastman of S<sup>o</sup> Hadley in the sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in this behalf provided is required. And he also recognizes to our said Lord the King y<sup>e</sup> sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup> Daniel do keep and render the Accounts & pay the Duties by Law required of him in this Case

Licence is granted to David Field of Deerfield Gent to sell spirituous Liquors by Retail out of his dwelling house there to be spent out of doors only for one year next ensuing. And he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz Elisha Parks of Westfield Gent. & Lucius Doolittle of Northfield in the sum of £5 each with the Condition which by one Law of this Province in that behalf provided is required. And he also recognizes to y<sup>e</sup> said Lord the King in the sum of £50. with the same Sureties in the sum of £25 each with this Condition viz that he the said David do keep & render the Accounts and pay the Duties by Law required in this Case

Licence is granted to Elisha Parks of Westfield Gent. to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors only for one year next ensuing. And he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz David Field of Deerfield & Lucius Doolittle of Northfield in the sum of £5 each with the Condition which by one Law of this Province in this behalf made and provided is required. He also recognizes to our said Lord the King in the sum of £50. with the same Sureties in the sum of £25 each with this Condition viz that the said Elisha do keep and render the Accounts and pay the Duties by Law required of him in this Case.

Lucius Doolittle of Northfield is now licensed to sell spirituous Liquors by Retail out of his dwelling house there to be spent out of Doors only for one year next ensuing. And he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz David Field of Deerfield and Elisha Parks of Westfield in the sum of £5 each with the Condition by one Law of this Province in that behalf made and provided, required. He also here recognizes to our said Lord the King in the sum of £50 with the same Sureties in £25 each with this Condition viz that the said Lucius do keep and render y<sup>e</sup> Accounts and pay the Duties the Law requires of him in this Case

Licence is granted to Silvanus Walker of Ware to sell spirituous Liquors by Retail out of his dwelling house there to be spent out of Door only for one year next ensuing; & he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz John King of Palmer and Jonathan Rogers of Ware in the sum of £5 each with the Condition required by one Law of this Province in that behalf made and provided. And he also here recognizes to the said Lord & King in y<sup>e</sup> sum of £50. with y<sup>e</sup> same Sureties in y<sup>e</sup> sum of £25 each with this Condition viz that he y<sup>e</sup> Silvanus do keep & render y<sup>e</sup> Accounts and pay the Duties by Law required

Licence is granted to Samuel Brewer of N<sup>o</sup> Five to be an Innholder Retailer & Common Victualler in his dwelling house there for one year next ensuing & he here recognizes to our Sovereign Lord the King in the sum of £10. with these Sureties viz Samuel Fairfield of Hatfield & Alexander Miller of N<sup>o</sup> three in the sum of £5 each with y<sup>e</sup> Condition which is required by one Law of this Province in this behalf made & provided & he also here recognizes to y<sup>e</sup> said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup> Samuel do keep & render the Accounts & pay the Duties by Law required



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Samuel  
Fairfield } Licence is granted to Samuel Fairfield of Hatfield to be an Innholder Retailer & Common  
Virtualler in his present dwelling house there for one year next ensuing. & he here recognizes to  
our Sovereign Lord the King in the sum of £10. with these Sureties viz Samuel Brewer of N<sup>o</sup> 5.  
& Alexander Miller of N<sup>o</sup> 3. in the sum of £5 each with the Condition which by one Law  
of this Province in such Cases made and provided is required, And he also here recognizes to  
y<sup>e</sup> Lord of King in the sum of £50. with the same Sureties in £25 each with Condition  
that the said Fairfield do keep & render the Acounts & pay the duties by Law required in this Case

Alexander  
Miller } Licence is granted to Alexander Miller of N<sup>o</sup> 3. to be an Innholder Retailer & Common  
Virtualler in his house there for one year next ensuing & he here recognizes to our Sovereign  
Lord the King in the sum of £10. with these Sureties viz Samuel Brewer of N<sup>o</sup> 5. five and  
Samuel Fairfield of Hatfield in the sum of £5 each with the Condition which by one  
Law of this Province in such Cases made & provided is required, & he also recognizes to y<sup>e</sup> said  
Lord the King in y<sup>e</sup> sum of £50 with y<sup>e</sup> same Sureties in £25 each with Condition that he  
y<sup>e</sup> said Alexander do keep & render the Acounts & pay y<sup>e</sup> Duties by Law required in this Case

William  
Symon } Licence is granted to William Symon of Northampton Gent. to be an Innholder Retailer & Common  
Virtualler in his dwelling house there for one year next ensuing & he here recognizes to our  
Lord the King in the sum of £10. with these Sureties viz Samuel Clark of Northampton and  
Samuel Porruoy of Southampton in the sum of £5 each with the Condition which by  
one Law of this Province in this behalf provided is required. He also here recognizes to y<sup>e</sup>  
said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that y<sup>e</sup> said William do keep & render the Acounts & pay the duties by Law required

Samuel  
Clark } Licence is granted to Samuel Clark of Northampton Gent. to be an Innholder Retailer &  
Common Virtualler in his dwelling house there for one year next ensuing & he here recognizes to our  
Lord the King in the sum of £10. with these Sureties viz Will<sup>m</sup> Symon of Northampton & Samuel  
Porruoy of Southampton in the sum of £5 each with y<sup>e</sup> Condition required by one Law  
of this Province in that behalf made and provided. And he also here recognizes to y<sup>e</sup> said  
Lord the King in the sum of £50. with y<sup>e</sup> same Sureties in £25 each with this Condition viz  
that y<sup>e</sup> said Samuel do keep & render the Acounts & pay the duties by Law required of him

Samuel  
Porruoy } Licence is granted to Samuel Porruoy of Southampton to be an Innholder Retailer & Common  
Virtualler in his dwelling house there for one year next ensuing & he here recognizes to our Lord  
the King in the sum of £10. with these Sureties viz William Symon & Samuel Clark both  
of Northampton in the sum of £5 each with the Condition required by one Law of this  
Province in that behalf made & provided. And he also here recognizes to y<sup>e</sup> said Lord the King  
in the sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that he y<sup>e</sup> said  
Samuel do keep & render the Acounts & pay the duties by Law required in this Case

Martin  
Phelps } Licence is granted to Martin Phelps of Northampton to sell spirituous Liquors by Retail out  
of his dwelling house there to be spent out of Door for one year next ensuing & he here recognizes to  
y<sup>e</sup> Lord of King in the sum of £10. with these Sureties viz Will<sup>m</sup> Carnachan of Blandford & John  
Symon of Northampton in y<sup>e</sup> sum of £5. each with y<sup>e</sup> Condition which by one Law of this  
Province in this behalf made and provided is required. & he also here recognizes to y<sup>e</sup> said Lord of  
King in the sum of £50. with y<sup>e</sup> same Sureties in £25. each with Condition that y<sup>e</sup> said  
Martin do keep & render the Acounts & pay y<sup>e</sup> Duties by Law Required in this Case

William  
Carnachan } Licence is granted to William Carnachan of Blandford to Retail spirituous Liquors out of his  
dwelling house there to be spent out of Doors for one year next ensuing & he here recognizes to our  
Sovereign Lord the King in the sum of £10 with these Sureties viz Martin Phelps & John Symon  
both of Northampton in the sum of £5 each with the Condition required by one Law of this  
Province in that behalf made & provided & he also here recognizes to y<sup>e</sup> said Lord of King in the  
sum



Sum of £50 with the same Sureties in £25 each with this Condition viz that if <sup>r</sup>. William do keep and render <sup>r</sup>. Accounts & pay the Duties by Law required in this Case -

Licence is granted to John Lyman of Northampton to sell Spirits of his own manufacturing & John such only out of his dwelling there to be spent out of door, by Retail, for one year next ensuing <sup>r</sup>. Lyman the here recognizes to our Lord the King in <sup>r</sup>. Sum of £10. with these Sureties viz Martin Phelps of Northampton and William Barnackian of Blanford in the sum of £5 each with the Condition required by one Law of this Province in that behalf made and provided & he also here recognizes to <sup>r</sup>. Lord the King in <sup>r</sup>. Sum of £50. with the same Sureties in £25 each with this Condition viz that he if <sup>r</sup>. John do keep and render the Accounts & pay the Duties by Law required of him in this Case

Licence is granted to William Moor of Westfield to sell spirituous Liquors by Retail out of <sup>r</sup>. William his dwelling house there to be spent out of door for one year next ensuing & he here recognizes to our Lord the King in the sum of £10. with these Sureties viz Moses Noble & Isaac Gillet both of Westfield in the sum of £5 each with the Condition by one Law of this Province in this behalf made and provided, required, & he also here recognizes to <sup>r</sup>. Lord the King in the sum of £50. with <sup>r</sup>. same Sureties in £25 each with Condition that he if <sup>r</sup>. William do keep and render the Accounts & pay the Duties by Law required in this Case

Licence is granted to James Stewart of Colrain to be an Inn holder Retailer & Common Victualler in his dwelling house there for one year next ensuing & he here recognizes to our Lord the King in the sum of £10. with these Sureties viz Moses Noble & Isaac Gillet both of Westfield in the sum of £5 each with the Condition which by one Law of this Province in that behalf made and provided is required And he also recognizes to the said Lord the King in <sup>r</sup>. Sum of £50. with <sup>r</sup>. same Sureties in £25 each with this Condition viz that he if <sup>r</sup>. James do keep and render the Accounts & pay the Duties by Law required in this Case

Licence is granted to Moses Noble of Westfield to be an Inn holder Retailer & Common Victualler in his dwelling house there ~~for one year next ensuing~~ for one year next ensuing & he here recognizes to <sup>r</sup>. Noble our Lord the King in the sum of £10. with these Sureties viz James Stewart of Colrain & Isaac Gillet of Westfield in the sum of £5 each with the Condition which by one Law of this Province in that behalf made and provided is required & he also here recognizes to the <sup>r</sup>. Lord the King in the sum of £50. with <sup>r</sup>. same Sureties in £25 each with this Condition viz that he if <sup>r</sup>. Moses do keep & render the Accounts & pay the Duties by Law required of him in this Case

Licence is granted to Isaac Gillet of Westfield to be an Inn holder Retailer & Common - <sup>r</sup>. Isaac Victualler in his dwelling house there for one year for one year next ensuing & he here recognizes <sup>r</sup>. Gillet to our Lord the King in the sum of £10. with these Sureties viz James Stewart of Colrain & Moses Noble of Westfield in the sum of £5 each with the Condition which by one Law of this Province in that behalf made and provided is required & he also here recognizes to the <sup>r</sup>. Lord the King in the sum of £50. with <sup>r</sup>. same Sureties in £25 each with Condition viz that if <sup>r</sup>. Isaac do keep & render the Accounts and pay the Duties by Law required in this Case

Licence is granted to Samuel Webb of Murrayfield to be an Inn holder Retailer and <sup>r</sup>. Samuel Common Victualler in his dwelling house there for one year now next ensuing And <sup>r</sup>. Webb. he here recognizes to our Sovereign Lord the King in the sum of £10 with these Sureties viz John Shepard and Nathaniel Weller both of Westfield in the sum of £5 each with the Condition which by one Law of the Province of the Massachusetts Bay in that behalf made & provided is required & he also here recognizes to the said Lord the King in the sum of £50. with the same Sureties in £25 each with this Condition viz that if <sup>r</sup>. Samuel do keep and render the Accounts and pay the Duties by Law required of him in this Case



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William Scott } Licence is granted by this Court to William Scott of Palmer Gent. to be an Inn holder Re:  
tailer and Common Victualler in his house there for one year next ensuing - & he recognises to our  
Lord the King in the sum of £10. with these Sureties viz Duncan Quantin & Aaron Graves  
both of Palmer in the sum of £5 each with condition which by one Law of this Province  
in that behalf made and provided is required, & he also here recognises to y<sup>e</sup> Lord the King  
in the sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that he y<sup>e</sup> William  
do keep & render the Accounts & pay the Duties by Law required in this Case -

Duncan Quantin } Licence is granted to Duncan Quantin of Palmer to be an Inn holder Retailer & Common  
Victualler in his dwelling house there for one year next ensuing & he here recognises to our  
Lord the King in the sum of £10. with y<sup>e</sup> Sureties viz William Scott & Aaron Graves both  
of Palmer in the sum of £5 each with condition which by one Law of this Province  
in this behalf made and provided is required. & he also here recognises to y<sup>e</sup> Lord  
the King in the sum of £50. with y<sup>e</sup> Sureties aforesaid in y<sup>e</sup> sum of £25 each with Condition  
that y<sup>e</sup> Duncan do keep & render the Accounts & pay the Duties by Law required in this Case

Aaron Graves } Licence is granted to Aaron Graves of Palmer to be an Inn holder Retailer & Common  
Victualler in his dwelling house there for one year next ensuing & he here Recognises to y<sup>e</sup> said  
Lord the King in the sum of £10. with these Sureties viz William Scott & Duncan Quantin  
both of y<sup>e</sup> Palmer in the sum of £5 each with the Condition which by one Law of this  
Province in that behalf made & provided is required - he also here recognises to the y<sup>e</sup> Lord  
the King in the sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that y<sup>e</sup>  
Aaron do keep and render the Accounts & pay the Duties by Law required of him -

Abner Smith } Licence is granted to Abner Smith of Springfield Gent. to be an Inn holder Retailer & Common  
Victualler in his dwelling house for one year next ensuing & he here recognises to our Lord  
the King in the sum of £10. with these Sureties viz Luke Blip and Moses Church both  
of the same Springfield in the sum of £5 each with the Condition which by one Law of  
this Province in that behalf made and provided is required. & he also recognises to y<sup>e</sup> Lord  
the King in the sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that y<sup>e</sup>  
Abner do keep & render the Accounts & pay the Duties by Law required in this Case

Luke Blip } Licence is granted to Luke Blip of Springfield Gent. to be an Inn holder Retailer &  
Common Victualler in his dwelling house there for one year next ensuing & he here recognises  
to our Lord the King in the sum of £10. with these Sureties viz Abner Smith & Moses Church  
both of Springfield in the sum of £5 each with the Condition which by one Law of this  
Province in that behalf made and provided is required. & he also recognises to the said  
Lord the King in the sum of £50. with the same Sureties in £25 each with Condition y<sup>t</sup>  
y<sup>e</sup> said Luke do keep & render the Accounts & pay the Duties by Law required.

Moses Church } Licence is granted to Moses Church of Springfield to be an Inn holder Retailer & Common  
Victualler in his dwelling house there for one year next ensuing & he here recognises to the  
Lord the King in the sum of £10. with these Sureties viz Abner Smith & Luke Blip both  
of Springfield in the sum of £5 each with Condition which by one Law of this Province  
in this behalf made & provided is required. And he also recognises to our said Lord the  
King in the sum of £50. with the same Sureties in £25 each with Condition that he y<sup>e</sup>  
said Moses do keep and render the Accounts & pay the Duties by Law required &

Moses Burt } Licence is granted to Moses Burt of Wilbraham to be an Inn holder Retailer and Common  
Victualler in his dwelling house there for one year next ensuing And he here recognises to our  
Lord the King in the sum of £10. with these Sureties viz Simon Colton of Springfield and  
Benj<sup>n</sup> Church of Brimfield in the sum of £5 each with the Condition required by one Law  
of this



this Province in that behalf made and provided. And he also here recognises to the said Lord the King in the Sum of £50. with y<sup>e</sup> same Sureties in £25 each With this Condition viz that the s<sup>d</sup>. Moses do keep and render the Accounts & pay the duties by Law required.

License is granted to Simon Colton of Springfield to be an Innholder Retailer & Common Sitaller in his dwelling house there for one year next ensuing & he here recognises to our Lord the King in the Sum of £10. with these Sureties viz Moses Burt of Wilbraham and Benjamin Mirick of Brimfield in y<sup>e</sup> Sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in that behalf made and provided is required. & he also here recognises to the said Lord the King in the Sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup> s<sup>d</sup>. Simon do keep & render the Accounts & pay the duties by Law required of him.

License is granted to Benjamin Mirick of Brimfield to be an Innholder Retailer & Common Sitaller in his dwelling house there for one year next ensuing & he now here recognises to our Lord the King in the Sum of £10. with these Sureties viz Moses Burt of Wilbraham & Simon Colton of Springfield in the Sum of £5 each with Condition which by one Law of this Province in this behalf made & provided is required. & he also recognises to y<sup>e</sup> s<sup>d</sup>. Lord the King in the Sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that y<sup>e</sup> said Benjamin do keep & render the Accounts & pay the duties by Law required of him.

License is granted to Samuel Glover of Wilbraham to be an Innholder Retailer & Common Sitaller in his dwelling house there for one year next ensuing & he here recognises to our Lord the King in the Sum of £10. with these Sureties viz Benjamin Mirick of Brimfield and Jonathan Graves of Belchertown in the Sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in that behalf provided is required. & he also recognises to y<sup>e</sup> s<sup>d</sup>. Lord the King in the Sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup> said Samuel do keep and render the Accounts and pay the Duties by Law required of him in this Case.

License is granted to Moses Billings of Sunderland to be a Retailer of spirituous Liquors out of his Dwelling house to be spent out of Doors for one year next ensuing & he here recognises to our Lord the King in the Sum of £10 with these Sureties viz Richard Montague of Sunderland and John Marshall of South Hadley in the Sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in that behalf made & provided is required. & he also recognises to y<sup>e</sup> s<sup>d</sup>. Lord the King in the Sum of £50. with y<sup>e</sup> same Sureties in £25. each with Condition that y<sup>e</sup> said Moses do keep and render the Accounts and pay the duties by Law required in this Case.

License is granted to Richard Montague of Sunderland to sell spirituous Liquors by Retail out of his dwelling house there for one year next ensuing (the same to be spent out of Door only) & he here recognises to our Lord the King in y<sup>e</sup> Sum of £10. with these Sureties viz Moses Billings of Sunderland & John Marshall of South Hadley in the Sum of £5 each with y<sup>e</sup> Condition required by one Law of this Province in that behalf provided. & he also here recognises to y<sup>e</sup> s<sup>d</sup>. Lord the King in the Sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that he y<sup>e</sup> s<sup>d</sup>. Rich<sup>d</sup>. do keep & render the Accounts and pay the duties by Law required of him.

License is granted to John Marshall of South Hadley Cont. to sell spirituous liquors by Retail out of his dwelling house there to be spent out of Door for one year next ensuing & he here recognises to our Lord the King in the Sum of £10. with these Sureties viz Moses Billings and Richard Montague both of Sunderland in the Sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in that Case made & provided is required. & he also here recognises to y<sup>e</sup> s<sup>d</sup>. Lord the King in the Sum of £50. with the forenamed Sureties in the Sum of £25 each with Condition that y<sup>e</sup> said John do keep & render y<sup>e</sup> Accounts & pay the Duties by Law required of him in this Case.



John Downing } Licence is granted to John Downing of Ware to be an Inn holder Retailer & Common  
 Victualler in his dwelling house there for one year next ensuing & he here recognises to our  
 Lord the King in the sum of £10. with these Sureties viz Samuel Warner of Wolbrabham & Daniel  
 Leonard of Springfield in the sum of £5 each with the Condition which by one Law of this  
 Province in that behalf made and provided is required. & he also here recognises to our said  
 Lord the King in the sum of £50. with 4<sup>th</sup> same Sureties in £25 each with Condition y<sup>t</sup> if  
 said John do keep & render the Accounts & pay y<sup>e</sup> Duties by Law required of him —

Lewi Ely } Licence is granted to Lewi Ely of Springfield to be an Inn holder Retailer and Common  
 Victualler in the house he dwells in there for one year next ensuing. And he here recognises  
 to our Lord the King in the sum of £10. with these Sureties viz John Ely & Ebenezer Bagge  
 the Second both of Springfield in the sum of £5 each with the Condition which by one  
 Law of this Province in this behalf provided is required. & he also here recognises to our  
 Lord the King in the sum of £50 with y<sup>e</sup> same Sureties in £25 each with Condition y<sup>t</sup>  
 if said Lewi do keep & render the Accounts and pay the Duties by Law required in this Case.

Sam<sup>l</sup> Hunt } Licence is granted to Samuel Hunt of Northfield Gent. to be an Innholder Retailer & Common Vic-  
 tualler in his dwelling house there for one year next ensuing. & he here recognises to our Sovereign Lord  
 the King in the sum of £10. with these Sureties viz Nathaniel Dwight and Jonathan Graves  
 both of Belchertown in the sum of £5 each with the Condition which by one Law of this  
 Province in that behalf made and provided is required; & he here also recognises to y<sup>e</sup> said Lord the  
 King in the sum of £50. with the same Sureties in £25 each with this Condition to wit that y<sup>e</sup>  
 said Samuel do keep & render the Accounts and pay the Duties by Law required of him in this Case.

Nath<sup>l</sup> Dwight } Licence is granted to Nathaniel Dwight of Belchertown Gent. to be an Inn holder Retailer and  
 Common Victualler in the house where he dwells for one year next ensuing & he here recognises to  
 our Lord the King in the sum of £10 with these Sureties viz Samuel Hunt of Northfield and  
 Jonathan Graves of Belchertown in the sum of £5 each with the Condition which by one Law  
 of this Province in this behalf made and provided is required. And he also recognises to the  
 said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition y<sup>t</sup>  
 the said Nath<sup>l</sup> do keep and render the Accounts and pay the Duties by Law required in this Case.

Jon<sup>l</sup> Graves } Licence is granted to Jonathan Graves of Belchertown to be an Innholder Retailer & Common  
 Victualler in his dwelling House there for one year next ensuing & he here recognises to our Lord  
 the King in the sum of £10. with these Sureties viz Samuel Hunt of Northfield & Nathaniel  
 Dwight of Belchertown in the sum of £5 each with the Condition which by one Law of  
 this Province in that behalf made and provided is required. & he also recognises to y<sup>e</sup> said  
 Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that  
 the said Jon<sup>l</sup> do keep and render the Accounts and pay the Duties by Law required.

Samuel Colton } Licence is granted to Samuel Colton the 2<sup>d</sup> of Springfield to sell Spirituous liquors by Retail  
 out of his dwelling house there to be spent out of doors for one year next ensuing. & he here recognises  
 to our Lord the King in the sum of £10. with these Sureties viz John Ely & Ebenezer Bliff both  
 of Springfield in the sum of £5. each with the Condition which by one Law of this  
 Province in that behalf made and provided is required. & he also here recognises to our said  
 Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup>  
 said Samuel do keep & render the Accounts and pay y<sup>e</sup> Duties by Law required in this Case.

Benj<sup>l</sup> Day } Licence is granted to Benjamin Day of Springfield Gent. to be an Innholder Retailer &  
 Common Victualler in his dwelling house there for one year next ensuing & he here recognises  
 to our Lord the King in the sum of £10. with these Sureties viz Benj<sup>l</sup> Ely of Springfield and  
 William Day of Westfield in the sum of £5 each with the Condition which by one Law of  
 this Province in that behalf made and provided is required. & he also here recognises to our  
 said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup>  
 said Benj<sup>l</sup> do keep and render the Accounts and pay the Duties by Law required in this Case.



Licence is granted to Benjamin Ely of Springfield to be an Innholder Retailer and Common Victualler in his Dwelling house there for one year next ensuing & he here recognizes to our Lord the King in the Sum of £10. with these Sureties viz Benjamin Day of Springfield & William Day of Westfield in the Sum of £5 each with the Condition which by one Law of this Province in this behalf made and provided is required. & he also here recognizes to y<sup>e</sup> said Lord the King in the Sum of £50. with the same Sureties in £25 each with Condition following viz that y<sup>e</sup> said Benjamin Ely do keep & render the Accounts & pay the Duties by Law required of him in this Case.

Licence is granted to William Day of Westfield Gent. to sell Spirituous Liquors by Retail out of his dwelling house there to be spent out of Doors for one year next ensuing & he here recognizes to our Lord the King in the Sum of £10. with these Sureties viz Benjamin Day and Benjamin Ely both of Springfield in the Sum of £5 each with y<sup>e</sup> Condition which by one Law of this Province in this behalf made and provided is required. & he also here recognizes to our said Lord the King in the Sum of £50. with the same Sureties in £25 each with this Condition viz that y<sup>e</sup> said William do keep & render the Accounts and pay the Duties by Law required &c.

Licence is granted to Jonathan White of Springfield to sell Spirituous Liquors by Retail out of his dwelling house there to be spent out of Doors for one year next ensuing & he here recognizes to our Lord the King in the Sum of £10. with these Sureties viz Benjamin Day & Benjamin Ely both of Springfield in the Sum of £5 each with the Condition prescribed & required by one Law of this Province in that behalf made & provided, he also recognizes to y<sup>e</sup> said Lord the King in y<sup>e</sup> sum of £50. with the same Sureties in y<sup>e</sup> sum of £25 each with this Condition viz that y<sup>e</sup> said Jonathan do keep and render the Accounts & pay the Duties by Law required in this Case.

Licence is granted to David Hoit of Deerfield to be an Innholder Retailer & Common Victualler in his dwelling house there for one year next ensuing And he recognizes here in Court to our Lord the King in the Sum of £10. with these Sureties viz Nathaniel Dwight of Belchertown and Obadiah Dickinson of Hatfield in the Sum of £5 each with the Condition prescribed and required by one Law of this Province in that behalf made and provided. He also Recognizes to y<sup>e</sup> said Lord the King in y<sup>e</sup> Sum of £50. with the same Sureties in £25 each with this Condition to wit that he y<sup>e</sup> said David do keep and render the Accounts and pay the Duties by Law required of him in this Case.

Licence is granted to Daniel Fowler of Westfield to be an Innholder Retailer & Common Victualler in his Dwelling house there for one year now next ensuing. And he here in Court Recognizes to our Lord the King in the Sum of £10. with these Sureties viz Ichabod Lee and Jonathan Shepard both of Westfield in the Sum of £5 each with the Condition by one Law of this Province in that behalf made and provided prescribed and enjoined. And he also here recognizes to our said Lord the King in the Sum of £50. with the same Sureties in £25 each with this Condition to wit that he the said Daniel do keep and render the Accounts and pay the Duties as by Law required of y<sup>e</sup> in this Case.

Licence is granted to Ichabod Lee of Westfield to be an Innholder Retailer and Common Victualler in his dwelling house there for one year next ensuing. And he here Recognizes to our Sovereign Lord y<sup>e</sup> King in the Sum of £10. with these Sureties viz Daniel Fowler & Jonathan Shepard both of Westfield in y<sup>e</sup> Sum of £5 each with the Condition required by a Law of this Province in this behalf provided. & he also here recognizes to the Lord the King in the Sum of £50. with y<sup>e</sup> same Sureties in £25 each with Condition that y<sup>e</sup> said Lee do keep and render the Accounts & pay the Duties by Law required of him in this Case.

Licence is granted to Jonathan Shepard of Westfield to be an Innholder Retailer & Common Victualler in his dwelling house there for one year next ensuing & he here recognizes to our Lord the King in the Sum of £10 with these Sureties viz Daniel Fowler & Ichabod Lee both of Westfield in the Sum of £5 each with the Condition required by a Law of this Province in this behalf provided. & he also here recognizes to y<sup>e</sup> said Lord the King



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the said Lord the King in the sum of £50 with of same Sureties in £25 each with this Condition viz  
that y<sup>e</sup> Jon<sup>d</sup> do keep and render the Accounts and pay the Duties by Law required in this Case

Josiah  
Dwight  
Licence is granted to Josiah Dwight of Springfield to sell spirituous Liquors by Retail out of  
his Shop or Store there to be spent out of Doors for one year next ensuing. & he here recognises to our Lord  
the King in the sum of £50. with these Sureties viz Obadiah Dickinson of Hatfield and David  
Hoit of Deerfield in the sum of £5 each with the Condition by one Law of this Province in  
this behalf made and provided prescribed and required And he also here recognises to the said Lord the  
King in the further sum of £50. with the same Sureties in the sum of £25 each with Condition  
that the s<sup>d</sup> Josiah do keep and render the Accounts & pay the Duties by Law required of him.

Elijah  
Dickinson  
Licence is granted to Elijah Dickinson of Hatfield to sell spirituous liquors by Retail out of  
his dwelling house there to be spent out of Doors for one year next ensuing And Obadiah Dickinson  
of Hatfield Gent comes here and for on the behalf of y<sup>e</sup> Elijah recognises to our sovereign Lord &  
King in the sum of £50. with these Sureties viz Josiah Dwight and David Hoit next above  
named in the sum of £5 each with the Condition by a Law of this Province in this behalf made  
& provided required And the s<sup>d</sup> Obadiah also further recognises to our said Lord the King in the  
sum of £50. for and on behalf of y<sup>e</sup> Elijah with the same Sureties in £25 each with Condition  
that y<sup>e</sup> Elijah do keep and render the Accounts & pay the Duties by Law required of him in this Case

Elisha  
Hubbard  
Licence is granted to Elisha Hubbard of Hatfield to be an Inn holder Retailer & Common Vic-  
tualler in his dwelling house there for one year next ensuing And Obadiah Dickinson of s<sup>d</sup>  
Hatfield Gent comes here & recognises for and on behalf of y<sup>e</sup> Elisha to our sovereign Lord the  
King in the sum of £50. with these Sureties viz Josiah Dwight & David Hoit above-  
named in the sum of £5 each with of Condition prescribed & enjoined by an Act of this  
Province in this behalf made and provided. And the s<sup>d</sup> Obadiah also further recognises to our  
said Lord the King for & On behalf of y<sup>e</sup> Elisha in the sum of £50 with the same Sureties  
in the sum of £25 each with this Condition to wit that the said Elisha shall keep and  
render the Accounts and pay the Duties by one Law of this province required in this Case

Samuel  
Mather  
Licence is granted to Samuel Mather of Northampton to sell spirituous Liquors by  
Retail out of his dwelling house there to be spent out of Doors for one year next ensuing. And  
Timothy Dwight Jun<sup>r</sup> comes here in his proper person & for and on behalf of y<sup>e</sup> Samuel  
recognises to our sovereign Lord the King in the sum of £50. with these Sureties viz Thomas  
Strong of Amherst and Elisha Porter of Hadley Gentlemen in the sum of £5 each with of  
Condition by one Law of this province in this behalf made and provided prescribed And y<sup>e</sup>  
said Timothy also further recognises to y<sup>e</sup> said Lord of King for and on the part of y<sup>e</sup> said  
Samuel in the sum of £50. with the same Sureties in £25 each with Condition that y<sup>e</sup>  
Samuel do keep & render the Accounts & pay the Duties by Law required of him in this Case

Job  
Alford  
Licence is granted to Job Alford of Springfield Gent to be an Inn holder Retailer & Common  
Victualler in his dwelling house there for one year next ensuing & he here recognises to  
our Lord the King in the sum of £50. with these Sureties viz Peter Smith of Amherst and  
Daniel Harris of Springfield in the sum of £5 each with of Condition required by one  
Law of this Province in this behalf made and provided. And he also here recognises to  
our said Lord the King in the sum of £50 with the same Sureties in £25 each with  
Condition that y<sup>e</sup> Job do keep and render the Accounts and pay the Duties by Law required

Josiah  
Chauncy  
Licence is granted to Josiah Chauncy of Amherst to sell spirituous Liquors by Retail  
out of his dwelling house there to be spent out of Doors for one year next ensuing & he here recognises  
to the s<sup>d</sup> Lord the King in the sum of £50. with these Sureties viz Seth Catlin of Deerfield &  
Eliaser Nash of South Hadley in the sum of £5 each with the Condition by one Law of the  
Province in that behalf made and provided prescribed & enjoined. & he also here recognises to



our said Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that <sup>of</sup> Josiah do keep and render the Accounts and pay the Duties by Law required of him in this Case  
Licence is granted to Eleazar Nash of South Hadley to sell Spirituous Liquors by retail out of <sup>his</sup> Eleazar  
his dwelling house there to be spent out of Doors for one year next ensuing the here recognises <sup>to</sup> Nash  
our Sovereign Lord the King in the sum of £10. with these Sureties viz Josiah Chauncy Esq  
and Seth Catlin last abovenamed in the sum of £5 each with the Condition required by a  
Law of this Province in this Case made & provided the also here recognises to our said Lord the  
King in the sum of £50. with the same Sureties in £25 each with Condition that the said  
Eleazar do keep and render the Accounts and pay the Duties by Law required of him in this Case.

Licence is granted to Seth Catlin of Deerfield Gent to be an Innholder Retailer & Common <sup>Seth</sup>  
Tavernaller in his dwelling house there for one year next ensuing the here recognises to our Lord <sup>Catlin</sup>  
the King in the sum of £10 with these Sureties viz Josiah Chauncy Esq & Eleazar Nash last  
abovenamed in the sum of £5 each with the Condition prescribed & enjoined by a Law of this  
Province in this Case made and provided And he also here recognises to our said Lord the  
King in the sum of £50. with the same Sureties in £25 each with Condition that he <sup>of</sup>  
Seth do keep & render the Accounts & pay the Duties by Law required of him in this Case

Licence is granted to Jonathan Smith of Hadley to sell Spirituous Liquors by Retail out of <sup>Jonathan</sup>  
his dwelling house there to be spent out of Doors for one year next ensuing the here recognises <sup>Smith</sup>  
our Lord the King in the sum of £10 with these Sureties viz Eleazar Porter Esq & Ebenezer  
Marsh Junr both of Hadley in the sum of £5 each with the Condition required by a Law  
of this Province in this behalf made and provided the also recognises to the said Lord the  
King in the sum of £50. with the same Sureties in £25 each with Condition that the  
said Jon<sup>d</sup> do keep & render the Accounts & pay the Duties by Law required of him in this Case.

Licence is granted to Mary Rider of Deerfield Wid<sup>w</sup> to be an Innholder Retailer & Common <sup>Mary</sup>  
Tavernaller in her dwelling house there for one year next ensuing And Seth Catlin of Deerfield <sup>Rider</sup>  
Gent. comes herein his proper person & recognises to our Sovereign Lord the King for and on  
behalf of the said Mary in the sum of £10. with these Sureties viz David Wells and John  
Hinddale both yeomen in the sum of £5 each with the Condition required by one Law of  
this Province in this Case made and provided & the said Seth also recognises to <sup>of</sup> Lord  
the King on the behalf of the <sup>s</sup> Mary in the sum of £50. with the same Sureties in the  
sum of £25 each with this Condition to wit that the said Mary do keep and render of  
Accounts & pay the Duties by a Law of this Province required of her in this Case

Licence is granted to John Clary of Sunderland to retail Spirituous Liquors out of his <sup>John</sup>  
dwelling house there to be spent out of Doors for one year next ensuing the here recognises <sup>Clary</sup>  
our Sovereign Lord the King in the sum of £10. with these Sureties viz Nathaniel Dwight  
of Belchertown and Joseph Field of Sunderland in the sum of £5 each with Condition  
required by a Law of this Province in this Case made and provided; he also recognises to  
the <sup>s</sup> Lord the King in the sum of £50 with the same Sureties in £25 each with Condition  
that <sup>of</sup> John do keep & render the Duties & pay the Duties by Law required of him in this Case

Licence is granted to Samuel Coe of Granville yeoman to retail Spirituous Liquors out of <sup>Samuel</sup>  
his dwelling house there to be spent out of Doors for the Term of one year next ensuing the <sup>Coe</sup>  
here recognises to our Lord the King in the sum of £10 with these Sureties viz John Phelps  
& Wm Field Esq & Ebenezer Ball of Granville in the sum of £5 each with Condition  
required by one Law of this Province in that behalf provided & he also here recognises to  
the <sup>s</sup> Lord the King in the sum of £50. with the same Sureties in £25 each with Condition  
that <sup>of</sup> Samuel do keep & render the Accounts & pay of Duties by Law required of him



Tall- } The following Petition also was presented at this time but overlooked & not entered in its true  
Words } place in - Humbly shew We the subscribers Inhabitants of South Hadley, Whereas a Committee appointed  
Petitioners } by this Hon<sup>ble</sup> Court at their Sessions in December last to lay out several Highways in South Hadley  
attended that service some time in May last and laid two Highways in our Lands in a General  
field called fall field by which we are greatly damaged in our property yet said Court have not  
considered of any allowance to be made to us for P. Damages nor put any estimate or Value thereon  
We finding ourselves aggrieved therefore pray of Consideration of your Honours that P. Damages  
may be duly inquired into & reasonable satisfaction made to us & as in Duty bound shall ever pray  
Ben<sup>t</sup> White Secy. Read & ordered the Petition be continued to the next Term At<sup>test</sup> W<sup>m</sup> Williams C<sup>lerk</sup>



Hampshire p. Anno Regni Georgii Tertii Regis magnae Britanniae Franciae  
et Hiberniae Sexto

At his Majesty's Inferiour Court of Commonpleas  
holden at Northampton within and for the County of Hampshire  
on the Second Tuesday of November, being the 12<sup>th</sup> day of the  
said month, and from thence to the next Day, 17<sup>th</sup> 1765.

Present  
Israel Williams Esq  
Josiah Dwight Esq  
Timothy Dwight Esq  
Thomas Williams Esq

Wednesday the 13<sup>th</sup> of November aforesaid.

The Justices of this Court now then present  
having taken into their Consideration certain Remonstrances  
of a late Act of Parliament commonly called the Stamp-  
Act which more immediately relate to Judicial proceedings  
in the Court of Common Pleas in America it appears to  
the said Justices most agreeable not to proceed to business  
at this time but that the said Court should be adjourned  
to a future Day and the said Court is accordingly  
Adjourned to the Second Tuesday of February next  
ensuing at Nine of the Clock in the morning then to  
be holden at Northampton aforesaid - And the Jurors  
returned at this time agreeable to the Directions of a Law  
in this behalf provided are dismissed from any further  
Attendance upon this Court

Att W. Williams Cler

The several Continued Actions and also the Writs  
returned and entered at this Court are carried to  
the adjourned Term

Hampshire p. Anno Regni Georgii Tertii Regis magnae Britanniae Franciae  
et Hiberniae Sexto

At the Inferiour Court of Commonpleas holden at Northampton  
within and for the County of Hampshire (by adjournment from  
the Second Tuesday of November 1765) on the Second Tuesday of  
February being the 12<sup>th</sup> day of the said month (and to die in  
diem to the 14<sup>th</sup> day of the same month) Anno Dom 1766.

Present  
Israel Williams Esq  
Timothy Dwight Esq  
Thomas Williams Esq  
Eleazar Porter Esq for  
certain Causes

The Jurors summoned at November  
Term being disqualified by the Court at that  
time and there being no Starred Writs of Venue  
farias for this purpose there was no Jury returned  
at this Time

Actions cont. from August viz

Joel Esq yeoman and Benjamin Leonard Esq yeoman both of Spring  
field in the County of Hartford in the County of Hartford (Merchant  
deft in a plea of the Case as heretofore recorded) And now the said Parties by  
their Council come here and humbly move that the Action aforesaid may be  
further continued under the same Rule until the third Tuesday of May next  
ensuing and the Action is continued accordingly & the s<sup>d</sup> Parties have a day to

Lyonour



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Mlin } Seymour Allen late of Chelms in County of Suffolk an infant who sues by  
or Kibbe } John Duck of Boston in County of Suffolk merchant his Guardian Plt. vs Isaac Kibbe  
the Second of Infield & yeoman Deft in a plea of Trespass &c (as heretofore on  
Record of Court) The said Parties by their Council come and humbly move the  
Action may be further Continued until the next Term of the Court and they  
have a day before the Lord the King until the Third Tuesday of May next &c

Green } Joseph Green of Boston in the County of Suffolk merchant Plt. Nathaniel  
or Wheelwright } Wheelwright of Boston afore said merchant who hath absconded &c (as on record  
herebefore) And now comes here the said Joseph and humbly moves that &c  
may be further continued &c And the said Joseph and Nathaniel have a  
further Day before the Lord the King here until the Third Tuesday of May  
next ensuing &c

Hubbard } Benjamin Hubbard of Hadley &c Labourer plt. vs Ebenezer Marsh Junr of  
or Marsh } Hadley &c yeoman Deft. &c (as on record of the last Term) The said Parties now  
come here - And the referees to whom this Case was referred now report that hav-  
ing heard the s<sup>d</sup> Parties & touching the premises they do award and order that if s<sup>d</sup>  
Ebenezer Marsh do recover against the said Benjamin Hubbard Costs of Court &  
Costs of the Reference being one pound 3s 2d. - Therefore it is considered by the  
Court that the said Ebenezer do recover against the said Benjamin Two Pounds  
thirteen Shillings & two pence allowed him with his apent for the Costs & Expenses  
of defending this Suit & thereof he may have his Execution. - Ex<sup>n</sup> 4<sup>th</sup> 25<sup>th</sup> Aug<sup>r</sup> 1766.

Cooke } Samuel Cooke of Hadley &c plt vs Isaac Bartlett late of Hadley &c deft. as enuons  
or Bartlett } of the last Term - The said Samuel being now three times publicly callid to come  
here & prosecute his Action is Non suit And the s<sup>d</sup> Isaac likewise defaulted and  
the Action is dismissed -

Billing } Fellows Billing of Sunderland Gent Plt vs Noah Baker of the same town yeoman  
or Baker } Deft in a plea of the Case &c (as on record of the last Term) The said Parties appear  
And the referees to whom the Case was refer<sup>d</sup> at the last Court now bring their  
Award into Court wherein they say that they find the s<sup>d</sup> Noah Baker the Deft. is  
justly indebted to the said Fellows Billing the Plt. the Sum of thirty one pounds  
and that they do award that the said Fellows have of the said Noah the s<sup>d</sup> Sum  
for his Damages and Cost of Court and Cost of Reference being six pounds 14s 10d.  
Therefore it is considered by the Court that the said Fellows do recover  
against the said Noah thirty one pounds of lawful money damages and Costs  
of Court and Reference allowed to be thirteen pounds fifteen Shillings & two  
pence of like money & thereof he may have his Execution &c. Ex<sup>n</sup> 19<sup>th</sup> Feby 1766

Lock } Joseph Lock of Canterbury &c yeoman plt vs Noah Baker of Sunderland yeoman  
or Baker } Deft in a plea of the Case &c (as on record of the last Term) - The Plt. by Simon Strong  
Gent<sup>l</sup> his Council comes here and humbly moves that the Case may be further continu-  
ed under the s<sup>d</sup> Rule until the Third Tuesday of May next ensuing &c it is granted  
him And the said Parties have a day before the Lord the King here accordingly -

Gilbert } Henry Gilbert of Ware in the County of Hampshire &c and Sarah his wife who was late Sara  
or Wight } Domo. Plt. vs Ephraim Wight of South Hadley in same County yeoman Deft in an  
Action wherein the plt. demand certain Lands &c (as on record of the last Term) and  
now the said Parties come here and humbly move that they may have a further  
Day



Day before the Lord the thing here until the Third Tuesday of May next ensuing and it is granted them —

Jonas Lock of Shutebury yeoman vs Joseph Lock of Shutebury yeoman in a plea of the case as on record of the last Term. And now the said Jonas by Simon Strongy <sup>Lock</sup> <sup>vs</sup> <sup>Lock</sup> Gent. his Attorney comes and humbly moves that the Action may be continued under the Rule entered into at the last Term until the Third Tuesday of May next ensuing and the Case is continued and the said Parties have a Day accordingly —

Mildred Fowler of Westfield Appellant vs James Watson of Springfield Appellee <sup>Fowler</sup> <sup>vs</sup> <sup>Watson</sup> from the Judgment of Lord Taylor by &c (as on Record of the last Term) The Parties appear And the Referees to whom the Case was submitted at the last Term now bring their award in to Court in these Words to wit, that the said Appellee do recover against the said Appellant eighteen Shillings Damages with Cost of Courts and the Cost of his Defence the Cost of the Reference being 1s. 4s. 8 — And the Report is accepted Therefore it is considered by the Court that the said James do recover agt the said Mildred the Sum of eighteen Shillings of lawful money Damages and Three pounds Six Shillings and ten pence of like money allowed him for his Costs and Expenses in defending this Suit & thereof he may have his Execution &c —  
Exon d. April 23<sup>rd</sup> 1766 —

Nathaniel Williston of Springfield yeoman plt vs George Leonard of 4<sup>th</sup> <sup>Williston</sup> <sup>vs</sup> <sup>Leonard</sup> same Town yeoman Deft in a plea of the Case as on Record of the last Term (page 105) The said Parties come here and humbly move that the Action may be further continued under the like Rule as was agreed to at the last Term of this Court until the Third Tuesday of May next ensuing And they have a Day accordingly —

Nathaniel Hitchcock of Wilbraham yeoman plt vs Daniel Larrab of 2<sup>nd</sup> Wilbraham <sup>Hitchcock</sup> <sup>vs</sup> <sup>Larrab</sup> yeoman Deft in a plea of the Case as on Record of the last Term — the said Nathaniel by Moses Bliss Gent<sup>l</sup> his Attorney appears — The 2<sup>nd</sup> Daniel being three times publicly called to come into Court doth not come but makes default of Appearance here — Therefore it is considered by the Court that the said Nathaniel do recover against the said Daniel Twenty four pounds ten Shillings and three pence of lawful money Damages and Costs of Court taxed at Two pounds eighteen Shillings of like money & thereof he may have his Execution &c Afterwards the said Daniel Larrab now at this time by Jon<sup>l</sup> Bliss Gent<sup>l</sup> his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for the said Daniel's prosecuting his appeal with effect as by J<sup>l</sup> Dwyer on file appears —

Robert Breck Jun<sup>r</sup> of Springfield in the County of Hampshire Gent<sup>l</sup> plt vs Daniel Larrab of Wilbraham in the 2<sup>nd</sup> County yeoman Deft in a plea of the Case &c (as on Record of the last Term) The Plt by Moses Bliss Gent<sup>l</sup> his Attorney appears — The said Daniel being three times publicly called to come into Court makes Default of appearance here — Therefore it is considered by the Court that the said Robert do recover against the said Daniel three pounds sixteen Shillings and four pence of lawful money Damages and Cost of Court taxed at two Pounds ten Shillings and six pence of the like money and thereof he may have his Execution &c —  
After all which



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Book  
in  
Lomb- After all which the said Daniel now at this time comes here by Jon<sup>a</sup>  
Stip. Gent. his Attorney and appeals from the Judgment of this Court to  
the Superior Court of Judicature to be holden at Springfield within and  
for the County of Hampshire on the fourth Tuesday of September next &  
he recognises with Sureties as the Law directs for the said Daniel's prosecuting  
the appeal with effect as by the said Recognizance on file appears —

King  
vs  
Harwood } Elisha King of Hatfield in the County of Hampshire yeoman plt vs John  
Harwood of Ware in the County aforesaid yeoman. Deft. in a plea wherein the  
said Elisha demands against the D. John a certain Tract of Land to (as on  
Record of the last Term) The said Elisha by Simon Strong Gent. his Attorney  
comes into Court and humbly prays a Continuance of this Action until the  
Third Tuesday of May next ensuing & it is continued and the D. Parties have  
a day before the Lord the Thing here accordingly —

Book  
vs  
Kingsley } Noah Cook yeoman Jonathan Hunt Gent. and Ebenezer Edwards yeoman all  
of Northampton & Plt vs Samuel Kingsley of Southampton Deft. in a plea of  
the Case & Samuel Kingsley afores. and the Inhabitants of Northampton  
by Subscription mutually agreed to (As on Record of the last Court) — Parties  
appear. — The referees to whom these Cases were submitted now report in the  
Case first mentioned as follows to wit We do find that the said Noah, Jonathan  
and Ebenezer the Plt<sup>s</sup> did from the fifteenth day of January 1764 to the ninth  
day of August 1765 sustain Damages to the Value of fifty Shillings Which  
Sum we do award and order to be paid by the said Samuel Kingsley to the  
Plt<sup>s</sup> in full Satisfaction of Damages for the Time aforesaid together with  
Costs of Court and the Costs of this Reference being four pounds seven Shillings  
and Six pence and the Report is accepted. It is therefore Considered by the  
Court that the said Noah, Jonathan and Ebenezer do recover against the D.  
Samuel Two Pounds and ten Shillings of lawful money Damages and Six pounds  
Eleven Shillings and four pence allowed them for Costs of this Suit & thereof  
they may have their Execution &c —

Kingsley  
vs  
the Town  
of Northampton } The referees also now reported in the other Case viz Kingsley vs D. Inha:  
bitants of Northampton but because there is Uncertainty in the Award it is  
ordered that the Cause be continued until the Third Tuesday of May next  
ensuing and that the Report be re-committed to the referees for their further  
consideration & the D. Parties have a Day accordingly —

Worcester  
vs  
Waite } Zechariah Worcester of Weatherfield & Jun<sup>r</sup> yeoman Plt vs Joseph Waite of  
Brookfield & Dy<sup>g</sup> Deft. in a plea of the Case & as on Record of the last Term —  
The Parties now come here — And the referees viz Mess<sup>rs</sup> Benj<sup>a</sup> Day and  
Lewis Blah to whom the Cause was submitted now report as follows viz We do  
determine and award that the deft. shall recover his Costs of Court and Costs of  
this Reference the Cost of the Reference being two pounds 8s & if Report is accepted.  
Therefore it is Considered by the Court that the said Joseph do recover ag<sup>t</sup>  
the D. Zechariah four pounds and ten Shillings of lawful money allowed him  
with his apent for the Costs and expences of defending this Suit and thereof he may  
have his Execution &c — Execution is 20<sup>th</sup> May 1766 —



John Kellogg of Westfield & yeoman plt. vs. Nathaniel Phelps of Pittsfield & Kellogg  
in the County of Berkshire yeoman deft. in a plea that the said Nathaniel owes  
to the said John three hundred & sixty pounds &c. The parties now come here & Phelps  
the referees to whom this case was submitted as on record of the last Term now  
report in these Words viz We do award and determine upon the matters submitted  
that we find for John Kellogg plt. one hundred & thirty five pounds Damages & Cost  
of Court and the Cost of this Reference being one pound 14/6 - & the Report is accepted.  
Therefore it is Considered by the Court that the said John do recover against  
the said Nathaniel the Sum of One hundred and thirty five pounds of lawful  
money Damages and Costs of Suit taxed together with Costs of Reference at four pounds  
Eight Shillings and Seven pence & thereof he may have his Exon & no more taken -

Oliver Partridge of Hatfield & by plt vs Eleazar Burt of Northampton yeoman  
Deft in a plea of the Case &c (as on Record of the last Term) The plt. comes here and Partridge  
humbly prays the Case may be continued under the Rule of Court agreed at of last Burt  
Term until the third Tuesday of May next ensuing. It is continued accordingly  
and the said Parties have a day & accordingly -

Oliver Partridge by & Obadiah Dickinson Gent. both of Hatfield & plt. vs Eleazar  
Burt of North<sup>am</sup> & Deft in a plea of Covenant Broken &c as on Record of of last Term Idem  
The plt. now come here and humbly pray that this action may be continued under Burt  
the Rule entered into at the last Term until the next Term of the Court & it is contin-  
ued accordingly and the Parties have a day before the Lord the King here until the third  
Tuesday of May next ensuing -

Archibald Graham of South Wymingfield & yeoman plt. vs Joseph Belknap of Graham  
the same place yeoman deft. in a plea of Trespass &c as on Record of the last Term - Idem  
The said Archibald comes here and humbly prays the said Parties may have a Belknap  
further day before the Lord the King here until the third Tuesday of May next  
ensuing & the said parties have a day accordingly -

Samuel Tuttle Junr. of Littleton in the County of Middlesex Gent. plt. vs Daniel Lamb  
of Wilbraham in the County of Hampshire yeoman deft. in a plea of the Case &c as on Tuttle  
Record of the last Term The plt. by John Worthington by his Attorney appears - Lamb  
The said Daniel being three times publicly called to come into Court & do not come  
but makes default of appearance here - Therefore it is Considered by the Court that  
the said Samuel do recover against the said Daniel Seventeen pounds two Shillings  
and ten pence of lawful money Damages and Cost of Suit taxed at five pounds and  
nine Shillings of like money & thereof he may have his Exon & After all which the  
Daniel by Jonathan Bliss Gent. his Attorney comes here and appeals from the  
Judgment of this Court to the Superior Court of Judicature to be holden at Spring  
field within and for the County of Hampshire on the fourth Tuesday of September next  
and he recognises with sureties as the law directs for the said Daniel's prosecuting  
the appeal with effect as by the said Recognizance on file appears -

William Shepard of Westfield & Gent. plt. vs Daniel Lamb of Wilbraham in & Shepard  
County of Hampshire yeoman deft. in a plea of the Case &c as on Record of the last Term Idem  
The plt. by John Worthington by his attorney appears. The said Daniel being three  
times publicly called makes default & appearance here - Therefore it is Considered  
by the Court that the said William do recover against the said Daniel the Sum of £  
lawful money Damages and Cost of Court taxed at two pounds 15/6 & thereof he may have Exon & after



153.  
Shepard  
vs  
Lamb  
After all which the said Daniel by Jonathan Bliss Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Daniel's prosecuting his appeal with effect as by the said Recognizance on file appears —

Quarten  
vs  
Lundem  
Dunken Quarten of Palmer in the County of Hampshire yeoman Plt. vs Daniel Lamb of Wilbraham in the said County yeoman Deft. in a plea of the Case & as on Record of the last Term. The Plt. by John Worthington by his Attorney appears.

The said Daniel being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Dunken do recover against the said Daniel Thirteen Pounds Seventeen Shillings & Eight pence of lawful money Damages and Two pounds thirteen Shillings and Six pence of like money allowed him with his Consent for Costs of Suit and thereof he may have his Execution &c. After all which the said Daniel by Jonathan Bliss Gent. his Attorney comes here and appeals from the Judgment of this Court to the Sup<sup>r</sup> Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Daniel's prosecuting his appeal with effect as by the said Recognizance on file appears —

Worthington  
vs  
Lundem  
John Worthington of Springfield Esq. Plt. vs Daniel Lamb of Wilbraham yeoman Deft. in a plea of the Case & as on Record of the last Term. The said John now comes here in his proper person. The said Daniel being three times publicly called to come into Court doth not come but makes default of appearance. Therefore it is considered by the Court that the said John do recover against the said Daniel eight Pounds two Shillings and Seven pence of lawful money Damages and Cost of Suit taxed at Two pounds and nine Shillings & thereof he may have his Execution &c.

After all which the said Daniel by Jonathan Bliss Gent. his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as of Law directs for the said Daniel's prosecuting his appeal with effect as by the said Recognizance on file appears —

Harris  
vs  
Davis  
James Harris of Greenwich in the County of Hampshire Gent. Plt. vs Ebenezer Davis of Ware in the same County yeoman Deft. in a plea of the Case & as on Record at large at the last Term. The said Parties now come here and pray they may have a day before the Lord the thing here until the third Tuesday of May next ensuing the said second Tuesday of February at aforesaid and it is granted them —

Merrett  
vs  
Lundem  
John Merrett of Providence in the County of Providence in the Colony of Rhode Island merchant Plt. vs Ebenezer Davis of Ware in the County of Hampshire yeoman Deft. in a plea of Debt & as is at large on Record of the last Term. The Plt. by John Worthington by his Attorney appears. The said Ebenezer being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said John Merrett do recover against the said Ebenezer Davis Nineteen pounds eight Shillings and five Pence two farthings of lawful money (being the balance of the bond declared on) Debt and Costs of Suit



Suit taxed at four pounds one shilling and eight pence of the like money & thereof he may have his Execution & After all which the said Venerer by Joseph Hawley by his attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Venerer's prosecuting the appeal with effect as by the said Recognizance on file appears.

Jonathan Charles of Brimfield in the County of Hampshire yeoman Plt. vs Charles Daniel Lamb of Wilbraham in the same County yeoman deft in a plea of the Case & as is at large on Record of the last Term. The said Jon<sup>a</sup> Charles by John Worthington by his Attorney appears. The said Daniel being three times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the said Jonathan do recover against the said Daniel eight Pounds eighteen shillings & two pence of lawful money Damages and Costs of Suit taxed at three pounds two shillings & six pence and thereof he may have his Executions.

After all which the said Daniel Lamb by Jonathan Blip Gent<sup>l</sup> his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within & for the County of Hampshire aforesaid on the fourth Tuesday of September next and he recognizes with Sureties according to Law for the said Daniel's prosecuting the appeal with effect as by the said Recognizance on file appears.

Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Gent<sup>l</sup> De<sup>d</sup> Plt vs Elijah Rogers of Springfield aforesaid yeoman Deft in a plea of the Case & as is at large on Record of last Term. The Parties appear. And the Referees to Whom this Case was submitted now Report that they find there is due to the said Benjamin and Margaret Executors aforesaid nineteen pounds Eleven shillings and three pence from the said Elijah which Sum they do award and order that the said Elijah do pay to said Executors in full Satisfaction of all Demands said Executors have in that Capacity against said Elijah together with full Costs of Court and the Costs of this Reference the Cost of the Reference being two pounds one shilling & six pence.

Which Report is accepted. Therefore it is Considered by the Court that the said Benjamin and Margaret in their Capacity aforesaid do recover against the said Elijah Nineteen Pounds Eleven shillings and three pence of lawful money Damages and Costs of the Suit taxed together with the Costs of Reference at four pounds Eleven shillings and one penny & thereof they may have their Executions. Given in 18<sup>th</sup> March 1766.

John Worthington of Springfield in the County of Hampshire by Plt vs Alexander McLean of the City and County of New York in the Colony of New York in America Merchant Deft in a plea of the Case & as is at large on Record of the last Term. The Plt comes here in his proper person. The said Alexander being three times publicly called to come into Court makes default of Appearance here. Therefore it is Considered by the Court that the said John do recover against the said Alexander thirteen pounds two shillings & seven pence of lawful money Damages & Costs of Suit taxed at two pounds 9<sup>sh</sup>. Given in 2<sup>d</sup> June 1766 - bond having been first given according to Law in such Cases.



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Smith  
Miller  
Hzezhiah Smith Gent<sup>r</sup> Noah Goodman yeoman Moses Montague yeoman  
Aaron Nash yeoman and Daniel Moody yeoman all of South Hadley in y<sup>e</sup>  
County of Hampshire p<sup>l</sup>t. v<sup>s</sup> Moses Miller of Springfield in the s<sup>d</sup> County  
yeoman and A Deputy Sheriff & Deft in a plea of Trespass on the Case &c as  
is at large set forth on Record of the last Term - The said Hzezhiah Smith and  
others above named plaintiffs ~~being~~ being now three times publicly called to  
prosecute their Action against the s<sup>d</sup> Moses Miller are non suit and the  
same Moses in like manner Defaulted & the Action is dismissed

Phillips  
Leonard  
Nathan Phillips of Springfield in the County of Hampshire yeoman p<sup>l</sup>t. v<sup>s</sup> Daniel  
Leonard of the same Springfield yeoman deft. in a plea of the Case &c as is at  
on Record at the last Term - The said Nathan by his Council now comes here  
and humbly moves that the Action may be further continued under the rule of  
Court entered into at the last Term there being no report & it is granted and if  
Parties have a day before the Lord the King here until the third Tuesday of May  
next accordingly -

Kellogg  
Fowler  
Samuel Kellogg of Westfield in the County of Hampshire yeoman p<sup>l</sup>t. v<sup>s</sup> Biddad  
Fowler of the same Westfield yeoman deft. in a plea of the Case &c as it is at large recorded  
at the last Term - The said Parties now appear - And the Referees to whom y<sup>e</sup> Case  
with all other demands were submitted now report that they do award & determine  
upon the matter submitted that the said Biddad pay to the said Samuel Eleven  
pounds Damages and Costs of Court Also the Cost of the Reference being two pounds  
one Shilling and three pence - Which Report is accepted - Therefore it is considered  
by the Court that the said Samuel do recover against the said Biddad Eleven  
pounds of lawful money Damages and Cost and Expenses taken together with  
Costs of the Reference at Seven pounds & one penny & thereof he may have Execution  
Dated 17<sup>th</sup> May 1766 -

Minick  
Lamb  
James Minick of Springfield Gent. p<sup>l</sup>t. v<sup>s</sup> Daniel Lamb of Wilbraham yeoman  
Deft. in a plea of the Case &c as on Record of the last Term & the p<sup>l</sup>t named in this  
Action having deceased since the Commencement thereof & no person being  
legally capable to represent him and prosecute the Action to Judgment the  
Action is dismissed -

Ely  
Leonard  
Sol Ely of Springfield in the County of Hampshire yeoman p<sup>l</sup>t. Benjamin  
Leonard Jun<sup>r</sup> of the same Springfield yeoman deft in a plea of the Case as is at  
large on Record of the last Term - The said Parties now come here and pray  
that the Action may be further continued under the same Rule & and the  
said Sol & Benjamin have a day before the Lord the King here until the Third  
Tuesday of May next ensuing accordingly -

Idem  
Fowler  
Sol Ely of Springfield in the County of Hampshire yeoman p<sup>l</sup>t. v<sup>s</sup> Biddad  
Fowler of Westfield in the s<sup>d</sup> County yeoman Deft. in a plea of Trespass only  
Case &c The Parties appear - And because there is no report now returned it  
is considered that the s<sup>d</sup> Parties may have a further Day before the Lord the  
King here until the Third Tuesday of May next ensuing the s<sup>d</sup> Second Tuesday  
of February afores<sup>d</sup>. Which Day is given also to the Referees to whom y<sup>e</sup> Case  
together with the other demands of the Parties was submitted to bring their  
award thereupon into this Court

Continued Actions thus far



Indict made at November  
Joshua Upham of Brookfield in the County of Worcester Gent<sup>l</sup> p<sup>l</sup>t. vs Heber Upham  
Miller of Springfield in the County of Hampshire yeoman Def<sup>t</sup> in a plea<sup>vs</sup> Miller  
of the case wherein the p<sup>l</sup>t. demands three pounds 15s<sup>3</sup>/<sub>4</sub> and the Int<sup>l</sup>ist w<sup>l</sup>  
hes<sup>d</sup> Heber on the 13<sup>th</sup> of May last promised the p<sup>l</sup>t. on demand &c The said Joshua  
appears in his proper person - The said Heber being three times publicly called to  
come into Court makes Default of Appearance here - Therefore it is considered  
by the Court that the said Joshua do recover against the said Heber three pounds  
eighteen Shillings and Six pence two farthings of lawful money damages and Costs of  
suit taxed at two Pounds eight Shillings & ten pence & thereof he may have his Exec<sup>u</sup>  
tion<sup>is</sup> 18<sup>th</sup> March 1766.

Jonathan Burk of South Brimfield in the County of Hampshire Husbandman } Burks  
p<sup>l</sup>t. vs John Rosebrook of the same place husbandman def<sup>t</sup> in a plea of Replevin } Rosebrook  
for that the said John Rosebrook he on the eighth day of October last at a place called  
the Pasture of the s<sup>d</sup> Jonathan in South Brimfield aforc<sup>d</sup> took one heifer about three years old  
of a brownish Colour of the price of fifty Shillings also another heifer about three years old  
of a brindled Colour with some white of the price of fifty five Shillings also a dark coloured  
heifer with a white face about two years old of the price of forty Shillings also a brindled  
coloured heifer about two years old of the price of thirty five Shillings also a brown Steer  
about two years old of the price of thirty Shillings also a red Steer with a white face  
about two years old of the price of twenty eight Shillings and also one other heifer of a  
dark brown Colour about two years old of the price of thirty five Shillings the Cattle of  
the said Jon<sup>a</sup> Burk and drove them away and impounded them in the s<sup>d</sup> John's Close  
in South Brimfield aforc<sup>d</sup> and in the said Pound them unjustly detained against  
Pledges and Sureties till this day which is to y<sup>e</sup> Damrage of the s<sup>d</sup> Jon<sup>a</sup> Burk as he saith  
Twenty pounds - The said Jonathan Burk and John Rosebrook come into Court now  
here and pray that they may have a Day before the Lord the King here until the Third  
Tuesday of May next ensuing And it is granted them -

John Rosebrook of South Brimfield above s<sup>d</sup> husbandman on the 19<sup>th</sup> day of October  
Oct<sup>r</sup> 1765 was summoned to appear before this Court to answer to Jon<sup>a</sup> Burk }  
of the same place husbandman for this to wit - George the Third or to y<sup>e</sup> Sheriff }  
of our County of Hampshire &c Whereas John Rosebrook of South Brimfield in our  
County of Hampshire Husbandman was by our Writ issued out of the Clerk's Office of  
our Inferiour Court of Common Pleas for the County of Hampshire on the tenth day  
of Oct<sup>r</sup> instant summoned to appear before our Judges of our Inferiour Court of Common  
Pleas next to be holden at Northampton within and for our County of Hampshire aforc<sup>d</sup>  
on the Second Tuesday of November next then and there in our said Court to answer to  
Jonathan Burk of South Brimfield aforc<sup>d</sup> husbandman in a plea of Replevin for that  
he s<sup>d</sup> John on the eighth day of Oct<sup>r</sup> instant at a place called the Pasture of the s<sup>d</sup> Jonathan  
Burk in South Brimfield aforc<sup>d</sup> took the Cattle namely a heifer of a brownish Colour  
with some white about three years old of the price of fifty Shillings one brindled heifer  
with a white face about three years old of the price of fifty five Shillings one brown  
heifer with a white face about two years old of the price of thirty six Shillings one brindled  
heifer about two years old of the price of thirty five Shillings one brown Steer about two  
years old of the price of thirty Shillings one red white faced Steer about two years old of  
the price of twenty eight Shillings, and one brown heifer about two years old of the price of  
thirty five Shillings of the said Jonathan's and drove them away and impounded them  
in his the s<sup>d</sup> John's Close in South Brimfield aforc<sup>d</sup> and in the s<sup>d</sup> Pound them unjustly  
detained against Pledges and Sureties as is said, the s<sup>d</sup> Jon<sup>a</sup> in our same Court appearing  
and



Burke  
or  
Roubrook

and grievously complaining hath shewed, that the said John Roubrook, the said  
 Suit in our said Court pending and undetermined the same cattle of the s<sup>r</sup>. Jonathan  
 hath again for the same cause for which he before took them in Contempt of us and  
 to the Great Damage of the said Jonathan We willing therefore the mischievous  
 Deign of the said John in this behalf to prevent command you that if it can be  
 made to appear to you that this Allegation of the said Jonathan is true then the  
 Cattle aforesaid of the said Jonathan which the said John for the same cause afores<sup>d</sup>  
 hath again taken to the said Jonathan without delay you deliver and that you  
 summon the said John Roubrook to appear before our said Justices of our said  
 Inferiour Court of Common pleas to be holden at Northampton within and for our  
 said County of Hampshire on the second Tuesday of November next then and there  
 in our said Court to answer as well to us of the Contempt to us as to the s<sup>r</sup>. Jonathan  
 who sues as well for us as for himself of the Damages and Injuries to him in this  
 behalf done And whereupon the said Jonathan who sues as well for us as for himself  
 complains that Whereas the said John on the eighth day of Oct<sup>r</sup> instant at a place  
 called the Pasture of the said Jonathan in South Brimfield aforesaid the Cattle that  
 is to say the seven Cattle afores<sup>d</sup> of the said Jonathan took and unjustly detained &  
 the Sheriff aforesaid at the Complaint of the said Jonathan and by Virtue of our s<sup>r</sup>.  
 Writ issued out of the Clerk's Office of our Inferiour Court of Common pleas as afores<sup>d</sup>  
 and as he is therein commanded on the said tenth day of Oct<sup>r</sup> instant the Cattle  
 aforesaid to the said Jonathan be delivered and to him delivered and summoned if  
 said John to appear before our said Justices of our Inferiour Court of Common pleas  
 next to be holden at Northampton within and for our same County of Hampshire  
 on the second Tuesday of November next then and there in our said Court to answer  
 the said Jonathan in his said Plea of Replevin, the said John pending this plea of  
 Replevin before our said Justices of our said Inferiour Court the said Cattle namely  
 the seven Cattle aforesaid of the said Jonathan again afterwards namely on the said  
 tenth day of Oct<sup>r</sup> instant in a place called the King's High Way in South Brimfield  
 aforesaid took for the same cause for which he before took them and the same Cattle as  
 before detained and still detains the same and in Contempt of our said Writ suffers  
 not himself to be brought to trial and Justice which is unjust and manifestly  
 against our peace and to the Damage of the said Jonathan as he says. *Edw. de*  
*Witness* Israel Williams by & this 14<sup>th</sup> day of Oct<sup>r</sup> in the fifth year of our reign.

The said John Burke and John Roubrook now come here and pray that they  
 may have a Day before the Lord the King here until the third Tuesday of May  
 next ensuing and it is granted them.

Parsons  
Hancock

Daniel Parsons of Springfield in the County of Hampshire yeoman plt. vs Daniel  
 Hancock of the same Town yeoman def<sup>t</sup> in a plea of the Case wherein the plt demands  
 Three Pounds, 10<sup>s</sup> 7<sup>d</sup> with i<sup>y</sup> Interest which the s<sup>r</sup>. Daniel Hancock on the 3<sup>d</sup> day of March  
 1763 by his note promised the said Daniel the plt on demand - The plt by Jon<sup>s</sup> R. Blif.  
 Gent<sup>r</sup> his Attorney appears - The s<sup>r</sup>. Daniel Hancock being three times publicly  
 called to come into Court makes default of Appearance here - Therefore it is con-  
 sidered by the Court that the said Daniel the plt do recover against the s<sup>r</sup>. Daniel  
 Hancock four pounds, three shillings, and two pence two farthings of lawful money  
 Damages and Costs of Suit taxed at two pounds, 3<sup>s</sup> 8<sup>d</sup>, & thereof he may have his Exe-  
 cution &c. 20<sup>th</sup> March 1766 -

Marrick  
or  
Burt

Edward Marrick of Cambridge in the County of Middlesex gentleman plt.  
 vs Ebenezer Burt of Springfield in the County of Hampshire yeoman def<sup>t</sup> in



a plea of the Case wherein the Plt. demands seven pounds 4s. which the P. Ebenezer  
on the third day of December 1765 promised the P. Plt. (by his note) to pay him for value  
recd. on demand, also thirty one shillings and six pence which the P. Ebenezer then on  
the same day owed the Plt. for one yard & half a quarter of broad cloth & promised him  
on demand & The Plt. by Jonathan Bliss Gent. his Attorney comes here the P.  
Ebenezer being three times publicly called to come into Court make default of  
Appearance here - Therefore it is Considered by the Court that the P. Edward  
Marrett do recover against the said Ebenezer But eight Pounds fifteen shillings  
& six pence of lawfull money Damages and Costs of Suit taxed at four pounds  
1/8. & thereof he may have execution. A 1<sup>st</sup> Ex. in 17<sup>th</sup> 1766 a second d. 16<sup>th</sup> June 1766.

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs Perez Marsh  
of a place commonly called Aphuelot Equivalent in the County of Berkshire Esq. Deft. in  
a plea of the Case wherein the Plt. demands five pounds 11/10<sup>th</sup> which the P. Perez owes  
him & promised to pay him for two hundred & nine pounds & three quarters of good Salt porks.  
The Plt. by Ulysses Porter Gent. his attorney appears - The P. Perez being three times  
publicly called to come into Court makes default of Appearance here - Therefore  
it is Considered by the Court that the P. Jonathan do recover against the P. Perez  
Five Pounds eleven Shillings and ten pence two farthings of lawfull money Damages  
and Costs of Suit taxed at One pound 15/6 & thereof he may have his Exec. in  
Exon in 22<sup>nd</sup> Mar. 1766 -

Enos Nash of Hadley in the County of Hampshire Blacksmith Plt. vs Perez Marsh  
of a place called Aphuelot Equivalent in the County of Berkshire Esq. Deft. in a plea  
of the Case wherein the Plt. demands two pounds 14/8 which the P. Perez owes &  
promised him to pay him for sundry Articles of book Ait &c. The Plt. by Ulysses Porter  
Gent. his Attorney appears - The said Perez being three times publicly called to come  
into Court makes default of Appearance here - Therefore it is Considered by the  
Court that the said Enos do recover against the said Perez Two pounds fourteen  
Shillings & eight Pence of lawfull money Damages & Costs of Suit taxed at one pound  
fifteen Shill. & six pence & thereof he may have his Exec. in Exon in 22<sup>nd</sup> Mar. 1766.

Taxon Dean of Hadley in the County of Hampshire Clothier Plt. vs Jesse Barker of  
South Brimfield in the same County Clothier Deft. in a plea of the Case wherein  
said Taxon demands against the said Jesse Thirty pounds 10s. which the P. Jesse on the  
fourth of August last by his note for Value recd. promised the P. Taxon to pay him on  
demand & The P. Taxon by Ulysses Porter Gent. his Attorney appears - The P. Jesse tho'  
three times publicly called makes default of Appearance in Court - Therefore it  
is Considered by the Court that the said Taxon do recover against the P. Jesse thirty  
two Pounds and ten Shillings of lawfull money Damages and Cost of Suit taxed at one  
pound seventeen Shillings & six pence & thereof he may have Exec. in Exon in 5<sup>th</sup> April 1766.  
Alia d. 6<sup>th</sup> Sept 1766 -

Timothy Dwight Junr. Esq. Ebenezer Hunt Gent. & Daniel Hitchcock Gentlemen  
all of Northampton in the County of Hampshire Plaintiffs vs John Wigio of a place  
& Gore of Land commonly known by the name of Land granted to the Proprietors  
of Narraganset Number four in the same County Gentlemen Defs. in a plea of  
a Case wherein the Plt. demand five Pounds 3/8 which y<sup>e</sup> Deft. on the 20<sup>th</sup> day of May  
last by his note for Value recd. promised the Plt. on demand with Interest - The Plt.  
by P. Daniel Hitchcock their attorney appear - The P. John being three times publicly  
called to come into Court makes default of Appearance here - Therefore it is Considered by  
the Court that y<sup>e</sup> Plt. do recover against the P. John five Pounds eight Shillings & four pence of  
lawfull money Dam. & Costs of Suit taxed at one pound 9/2 & thereof. Exon in 5<sup>th</sup> March 1766 -



156  
Parsons  
Barret  
Benjamin Parsons of Northampton in the County of Hampshire yeoman  
plt. vs Jacob Barret of Chesterfield in the County of Hampshire yeoman Deft. in a  
plea of the case wherein the plt. demands thirty six shillings & six pence which the d.  
Jacob on the eighth of Feby 1765 by his note promised the plt. on demand also another  
sum of twenty shillings which the said Jacob by his other note of the same date for  
value rec<sup>d</sup> promised the plt. on demand ~ The plt. by Daniel Hitchcock Gent his Att<sup>r</sup>  
appears ~ The said Jacob tho' three times publicly called makes default of Ap-  
pearance here ~ Therefore it is Considered by the Court that the d. Benjamin  
do recover against the said Jacob Two Pounds Sixteen Shillings & six pence of law-  
ful money Damages and Cost of Suit taxed at one pound 9/6 & thereof he may have Execution

Ashley  
vs  
Burt  
Joseph Ashley of Sunderland in the County of Hampshire Jun. & yeoman and  
a Deputy Sheriff under Oliver Partridge by Sheriff of the same County plt. vs Aaron  
Burt of Northfield in the same County yeoman Deft. in a plea of the case wherein  
the d. Joseph demands against the d. Aaron twenty pounds being the value of three  
hundred bushels of Good house Ales which the d. Aaron by his note on the 13<sup>th</sup> Day of  
March last promised to the plt. to deliver to him at Northfield on demand &c ~ The  
said Joseph by Daniel Hitchcock Gent. his Att<sup>r</sup> appears ~ The same Aaron being  
three times publicly called to come into Court makes default of Appearance here  
Therefore it is Considered by the Court that the said Joseph do recover against y.  
said Aaron (with Consent of y<sup>e</sup> Joseph) the sum of Ten pounds of lawful money  
Damages and Cost of Suit taxed at One pound eighteen shillings & six pence and  
thereof he may have his Execution &c Exec<sup>n</sup> is 19<sup>th</sup> Feby 1766 ~

Pitkin  
vs  
Ingersoll  
Elisha Pitkin of Hartford in the County of Hartford in the Colony of Connecticut Gent<sup>m</sup>  
plt. vs John Ingersoll of Westfield in the County of Hampshire Gent<sup>m</sup> Deft. in a  
plea of the case wherein the plt. demands five pounds which y<sup>e</sup> John by his note  
on the 26<sup>th</sup> day of Feby 1762 promised one Joel Sly to pay him <sup>or his order</sup> with use within  
seven months who afterwards y<sup>e</sup> contents of y<sup>e</sup> Note being unpaid ordered the same  
to be paid the plt. & The plt. by Moses Bliss Gent. his Attorney appears ~  
the said John being three times publicly called to come into Court makes default  
of Appearance here ~ Therefore it is Considered by the Court that the said  
Elisha with his own agent do recover against the said John four pounds one  
shilling and nine pence of lawful money Damages And Costs of Suit taxed at  
three pounds & two pence thereof he may have his Execution &c Exec<sup>n</sup> is 20<sup>th</sup> Mar. 1766 ~

Dix  
vs  
Chapin  
James Dix of Tyringham in the County of Berkshire yeoman plt. vs Nathaniel  
Chapin of Weyfield in the County of Hampshire yeoman Deft. in a plea of the case  
wherein the plt. demands Seven pounds four shillings and six pence which the said  
Nathaniel on the twelfth day of July last by his note for value rec<sup>d</sup> promised one  
Joel Sly to pay him or his order on demand with lawful Interest who afterwards  
the contents of the same note being due ordered the d. Nathaniel to pay it to y<sup>e</sup> plt. &  
The plt. by Moses Bliss Gent. his Attorney appears ~ The said Nathaniel being three  
times Publicly called to come into Court doth not come but makes default of Appearance  
here ~ Therefore it is Considered by the Court that the said James do recover against y.  
said Nathaniel Seven pounds nine shillings and eleven pence of lawful money  
Damages and Costs of Suit taxed at three Seven shillings and ten pence and he  
may have his Execution thereof &c Exec<sup>n</sup> is 25<sup>th</sup> April 1766 ~



Benjamin Day Gentleman and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Gent. Dec. Plaintiffs vs Moses Dewey of Westfield in the said County Defendant and a Deputy Sheriff under Oliver Partridge Esq. Sheriff of the said County deft. in a plea of the Case wherein the Plt. demand thirteen pounds lawful money and the lawful Interest which the said Moses on the 28<sup>th</sup> day of March 1764 by his note for Value recd. promised the said Cornelius then living to pay him on demand but never paid the same to him or them. The Plt. by John Worthington Esq. their Attorney appear. The said Moses being three times publicly called makes default of appearance here. Therefore it is Considered by the Court that the said Benjamin and Margaret in their said Capacity do recover against the said Moses fourteen pounds nine shillings and two pence two farthings of lawful money Damages and Costs of Suit taxed at Two pounds one shilling and ten pence & thereof they may have their Execution. 18<sup>th</sup> Mar. 1766.

John Morely of Westfield in the County of Hampshire Gent. Plt. vs John Trueman of Egremont in the County of Berkshire yeoman Deft. in a plea of the Case wherein the Plt. Morely demands against the said Trueman the sum of four pounds & six shillings which the said Trueman by his note bearing date the 25<sup>th</sup> of May last promised for Value recd. to pay to the said Morely or his order on demand with lawful Interest. The Plt. by John Phelps Gent. his Attorney appear. The said Trueman the three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Morely do recover against the said Trueman the sum of £4 lawful money Damages & Costs of Court taxed at Two pounds three shillings and ten pence and thereof he may have his Execution.

Bildad Towler of Westfield in the County of Hampshire yeoman Plt. vs Samuel Hubbard of a place commonly known & called by the name of Number one Equivalent in the County of Berkshire yeoman Deft. in a plea of the Case wherein the Plt. demands against the said Samuel nine pounds 19/3 which the said Samuel on the 29<sup>th</sup> day of May 1764 by his note for Value recd. promised the Plt. to pay him on demand with Interest till paid. The Plt. by John Phelps Gent. his Attorney appear. The said Samuel being three times publicly called makes default of appearance here. Therefore it is Considered by the Court that the said Bildad do recover against the said Samuel Ten pounds twelve shillings and eleven pence two farthings of lawful money Damages and Costs of Suit taxed at two pounds & seven shillings and thereof he may have his Execution. June 28<sup>th</sup> 1766.

Moses Granger of Simsbury in the County of Hartford in the Colony of Connecticut in New England yeoman Plt. vs Ahimaz Easton of Westfield in the County of Hampshire Joiner Deft. in a plea of the Case wherein the Plt. demands agt. the said Ahimaz two pounds & seven shillings of lawful money for divers goods Wares and Merchandizes sold by the said Moses to the said Ahimaz before the last day of May last & Consideration whereof he promised the Plt. to pay him the full sum on demand. The Plt. by John Phelps Gent. his Att. appear. The said Ahimaz the three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Ahimaz (with the said Moses's Appt.) the sum of two pounds & seven shillings of lawful money Damages and Costs of Suit taxed at two pounds nine shillings and eight pence and thereof he may have his Execution.



157  
Joseph Easton lately of Simsbury in the County of Hartford in the Colony of Con:  
necticut now of New Milford in the County of Litchfield and Colony aforesaid  
yeoman plt. vs Ahimaaz Easton of Westfield in the County of Hampshire Joiner  
Deft. in a plea of the Case for that the said Ahimaaz at Northampton aforesaid  
on the ninth day of December AD 1763 by his note of that date for Value recd  
promised the said Joseph to pay to him the Sum of nine pounds and ten Shillings  
lawful money within a year from the date of said note with Interest till paid  
yet the said Ahimaaz altho' often requested hath not performed his P. promise  
but wholly deny to do it to the damage of the said Joseph as he says £10-

The Plaintiff by John Phelps gent. his Attorney appears. The P. Ahimaaz  
being three times publicly called to come into Court makes default of Appearance  
here. Therefore it is considered by the Court that the said Joseph do recover  
against the said Ahimaaz Ten pounds fourteen Shillings and Seven pence two  
farthings of lawful money Damages and Three pounds ten Shillings and four  
pence allowed him for Costs of this Suit & thereof he may have his Execution &c

After which the said Ahimaaz comes here in his proper person & appeals  
from the Judgment of this Court to the Superior Court of Judicature &c to be  
holden at Springfield within and for the County of Hampshire on the fourth  
Tuesday of September next and he recognizes with Sureties as the law directs for  
prosecuting the appeal with effect as by the said Recognizance on file appears -

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Ezra  
Strong of Pittsfield in the County of Berkshire yeoman Deft. in a plea of the  
Case for that the said Ezra at said Westfield on the 2<sup>d</sup> day of February 1764  
by his note of that date for Value received promised the said Biddad to pay him  
the Sum of twelve pounds fourteen Shillings and eleven pence money on demand  
with Interest till paid And also for that the said Ezra at said Westfield After-  
wards viz on the last day of July last past being justly indebted to the P. Biddad in  
the Sum of eight Pounds lawful money for divers goods Wares and merchandizes  
there before that time sold and delivered by the said Biddad to the P. Ezra at his  
special Instance and request and then and there in consideration thereof the P.  
Ezra promised the said Biddad to pay him said Sum last mentioned on  
Demand yet the said Ezra altho' often thereto requested hath not performed  
either of his said Promises but he wholly deny to do it to the damage of y<sup>e</sup>  
said Biddad as he says the Sum of £22. The Parties appear by their Council  
and with the agreement of the defend<sup>t</sup> that he will not hereafter take any excep-  
tion to the Plaintiff's Writ they humbly they may have a further day before  
the Lord the King here until the Third Tuesday of May next ensuing and it is  
granted them.

John Hancock Esq and Lydia Hancock Gentlewoman both of Boston in y<sup>e</sup>  
County of Suffolk Executors of the last Will and Testament of Thomas Hancock  
late of Boston afores. Esq De<sup>d</sup> Plaintiffs vs Nathaniel Phelps of Northampton  
in the County of Hampshire yeoman Deft. in a plea of the Case wherein the  
Plaintiffs demand against the said Nathaniel Twelve pounds 12/10 which  
he by his note on the 30<sup>th</sup> day of April 1763 promised the said Thomas then  
alive to pay him within six months with Interest after that term if not then  
paid Alw forty pounds 2/7 1/2 which the P. Nathaniel on the sixth day of July  
1763 by his other note of that date for Value recd. promised the P. Thomas then  
alive



alive to pay to him or his order within one year from the Date of y<sup>e</sup> note or if <sup>Hancock</sup> not then paid, the lawful Interest thereof after that time; Also the further <sup>29<sup>th</sup> June</sup> sum of thirteen pounds 13/9 3/4 which the said Nathaniel on the first Day of <sup>Phelps</sup> August 1763 by his other note for Value rec<sup>d</sup> promised the said Thomas then alive to pay him <sup>or his order</sup> within one year from the 1<sup>st</sup> first Day of August or the Ent<sup>l</sup> after that term if not then paid And also the further sum of five pounds 11/8 1/2 which the said Nathaniel on the 29<sup>th</sup> day of May 1764 by his note for Value rec<sup>d</sup> promised the 1<sup>st</sup> Thomas then alive to pay to him or his order in one year from that day and the lawful Interest thereafter if it should <sup>not</sup> be then paid which the pl<sup>t</sup> aver he never paid either to the 1<sup>st</sup> Thomas or to them - The Plaintiff by Joseph Hawley by their Attorney appear - The said Nathaniel being three times publicly called to come into Court makes default of appearance here - Therefore it is Considered by the Court that the said John and Lydia in their Capacity afores<sup>d</sup> do recover against the 1<sup>st</sup> Nathaniel Seventy nine pounds one Shilling and one penny two farthings of lawful money Damages and Cost of Suit taxed at four pounds five Shillings eight pence and thereof they may have their Exec<sup>n</sup> &c. 10<sup>th</sup> Mar. 1766. At 11<sup>th</sup> June 1766

Thomas Hancock of Boston in the County of Suffolk by pl<sup>t</sup> v Nathaniel Phelps of Northampton in the County of Hampshire yeoman def<sup>t</sup> in a plea of y<sup>e</sup> Case <sup>Hancock</sup> wherein the 1<sup>st</sup> John avers that y<sup>e</sup> said Nathaniel on the first day of July 1764 <sup>29<sup>th</sup> June</sup> was indebted to the said John and one Thomas Hancock by new De<sup>d</sup> (wherein the 1<sup>st</sup> John hath survived) in the sum of two hundred thirty two pounds 13/ for the goods mentioned in the A<sup>ct</sup> annexed to the Writ &c in Consideration thereof promised the 1<sup>st</sup> John and Thomas (then alive) to pay them the same whenever he sh<sup>d</sup> be thereto required & the 1<sup>st</sup> John declares that the 1<sup>st</sup> Nathaniel never paid any part thereof to y<sup>e</sup> 1<sup>st</sup> John and Thomas whilst the 1<sup>st</sup> Thomas was alive tho' often requested nor has he since the death of y<sup>e</sup> 1<sup>st</sup> Thomas paid y<sup>e</sup> 1<sup>st</sup> John any more thirty five pounds 2/10 part thereof but y<sup>e</sup> residue deny<sup>s</sup> to pay - Also that the 1<sup>st</sup> Nath<sup>l</sup> on the 19<sup>th</sup> day of August last was indebted to the 1<sup>st</sup> John in the sum of eleven pounds 1/4 for other Goods &c sold him by the 1<sup>st</sup> John and in Consideration whereof he promised the said John to pay him of same on demand but has never done it &c The said John Hancock by Joseph Hawley by his Att<sup>y</sup> appear - The said Nathaniel Phelps being three times publicly called to come into Court makes default of appearance here -

Therefore it is Considered by the Court that the said John do recover against the said Nathaniel Two hundred and eight Pounds eleven shillings and Six Pence of lawful money Damages and Costs of Suit taxed at four pounds Six Shillings and four pence & thereof he may have his Exec<sup>n</sup> &c 13<sup>th</sup> March 1766. At 11<sup>th</sup> June 1766.

Joseph Lyman of Northampton in the County of Hampshire yeoman pl<sup>t</sup> v Battis Denio of Greenfield in the same County yeoman def<sup>t</sup> in a plea of the Case for that whereas the 1<sup>st</sup> Battis on the 22<sup>d</sup> day of November 1764 by his note for <sup>Lyman</sup> Value Received promised one Jon<sup>a</sup> Phelps to pay to him or order three pounds lawful money in two months and afterwards the said Jon<sup>a</sup> having rec<sup>d</sup> of y<sup>e</sup> 1<sup>st</sup> Battis only six shillings part of the said Contents of y<sup>e</sup> note he ordered the residue to be paid to the pl<sup>t</sup> &c The 1<sup>st</sup> Joseph Lyman by Joseph Hawley by his Attorney appears - The said Battis Denio tho' three times publicly called to come into Court doth not come but make default of appearance here - Therefore -



Therefore it is Considered by the Court that the said Joseph the Plt. do recover against the said Ballis Two pounds and fourteen Shillings of lawful money Damages and Cost of Suit taxed at one pound seven Shillings and four pence & thereof he may have his Execution &c

Benjamin Miller the third of Springfield in the County of Hampshire yeoman  
 vs  
 Heber Miller of the same Town yeoman deft. in a plea of the Case wherein the Plt. demands against him the s<sup>d</sup> Heber ten pounds he the s<sup>d</sup> Heber on the fifth day of Oct<sup>r</sup> by his note for Value rec<sup>d</sup> promised the Plt. by the fifth day of Oct<sup>r</sup> then next &c the lawful Interest &c - The Plt. appears by Justin Elly Gent. his Att<sup>y</sup> - The s<sup>d</sup> Heber being three times publicly called to come into Court makes default of appearance here - Therefore it is Considered by the Court that the s<sup>d</sup> Benjamin do recover against the said Heber Twelve pounds of lawful money Damages and Cost of Suit taxed at Two pounds & eight pence & thereof he may have Execution &c 5<sup>th</sup> March 1766.

Richard Montague of Sunderland in the County of Hampshire yeoman  
 vs  
 Azariah Alvord of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for that said Azariah at said Sunderland on the 26<sup>th</sup> day of March 1765 by his note of that date for Value received promised said Richard to pay him the Value of eleven pounds lawful money of the Province of the Massachusetts Bay in choice good west india Rum at ready cash price and to deliver &c same Rum to said Richard on the twentieth day of July then next at s<sup>d</sup> Alvord's Store in Springfield, meaning at said Alvord's Warehouse in said Springfield with lawful interest from the day of the date of said note till paid, meaning with so much more than the Value of eleven pounds lawful money as afores<sup>d</sup> of such Rum as afores<sup>d</sup> as the Value of the Interest of the above s<sup>d</sup> sum of eleven pounds should amount to from the day of the date of s<sup>d</sup> Note till said Rum sh<sup>d</sup> be paid & delivered as afores<sup>d</sup> and said Richard avers that he was always ready at said place of delivery to receive said Rum of said Azariah at said price yet s<sup>d</sup> Azariah tho' often requested hath never performed his said promise but wholly refuses to do so to the damage of the said Richard as he saith &c 15. The Plt. by Simon Strong Gent. his Attorney appears - The said Azariah being three times publicly called to come into Court makes default of Appearance here -

Therefore it is Considered by the Court that the said Richard do recover against the s<sup>d</sup> the said Azariah Eleven pounds eleven Shillings and Six pence two farthings of lawful money Damages and Cost of Suit taxed at one pound 15s. & thereof he may have his Execution - After all which the said Azariah by Ulicka Porter Gent. his Att<sup>y</sup> comes here and appeals from the Judgment of the Court to the Sup<sup>r</sup> Court of Judicature &c to be holden at Springfield within & for the County of Hampshire aforesaid on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the Law directs for the said Azariah's prosecuting the Appeal with Effect as by the s<sup>d</sup> recognizance on file appears -

John Clary of Sunderland in the County of Hampshire yeoman  
 vs  
 Paul Rice of Charlestown in the same County yeoman deft. in a plea of the Case for Recovery of Two Pounds 8s which the said Paul on the ninth day of May 1765. by his note for Value rec<sup>d</sup> promised the s<sup>d</sup> John to pay him on demand with &c lawful Interest &c - The plt. by Simon Strong Gent. his Att<sup>y</sup> appears - The s<sup>d</sup> Paul being three times publicly called to come into Court makes default of Appearance here - Therefore



Therefore it is considered by the Court that the said John do recover against the said Paul Two pounds Seven Shillings and five pence two farthings of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and four pence and thereof he may have his Execution &c. Given at 22<sup>nd</sup> Feb<sup>r</sup> 1766 -

Robert Commons of Amherst in the County of Hampshire yeoman p<sup>l</sup>t. v. Joseph Higgins of Stardwick in the County of Worcester Trader Deft in a plea of the Case for that said Joseph at said Northampton on the 25<sup>th</sup> day of April A<sup>d</sup> 1765 by his note of that date for Value received promised said Robert to pay to him two pounds ten Shillings and Seven pence lawful money of this Province on before the first day of September then next ensuing the date of said note with the lawful Interest for the same till paid yet said Joseph tho' often thereto Requested hath never paid the same nor any part thereof but neglects it to the Damage of the said Robert &c. -

The said Robert by Simon Strong Gent his Att<sup>r</sup> appears - The said Joseph tho' three times publicly called to come into Court makes default of Appearance here.

Therefore it is considered by the Court that the said Robert do recover against the said Joseph Two pounds thirteen Shillings and one penny of lawful money Damages and Cost of Suit taxed at one pound Seventeen Shillings and ten pence and thereof he may have his Execution - After all which the said Joseph comes here in his proper person and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire aforesaid upon the fourth Tuesday of September next and he recognises with Sureties as the Law directs to prosecute his Appeal with effect as by the R<sup>ec</sup>ord on file appears.

Moses Dickinson of Northfield in the County of Hampshire and Province of the Massachusetts Bay yeoman p<sup>l</sup>t. v. William White yeoman of a place called Windale in the Province of New York yeoman which said place is parcel of the Township of Windale which was lately reputed to be in the Province of New Hampshire Deft. in a plea of Trespass wherein the said Moses complains that the s<sup>r</sup> William White (and one William Ovis Jun<sup>r</sup> & one Elias Larrance) at s<sup>r</sup> Northfield on the 22<sup>nd</sup> day of August last past the said Moses' Close in Northfield aforesaid with force and Arms broke and entered and the said Moses' english Grain viz the said Moses' Rye and Wheat of the Value of twenty pounds there lately growing with force and arms cut down and carried away contrary to Law and against the Peace of the Lord the King Also for that the said William White together with s<sup>r</sup> Ovis & Larrance) at said Northfield on the same twenty second Day of August aforesaid forty Shocks of the said Moses' wheat & twenty Shocks of the said Moses' Rye all found standing in the Stack in Northfield aforesaid all said Shocks of Wheat and Rye being of the Value of twenty pounds took & carried away With force and arms contrary to Law and against the Peace of the said Lord the King and to the Damage of the s<sup>r</sup> Moses &c. -

The said Moses by Simon Strong Gent his Att<sup>r</sup> appears - The s<sup>r</sup> William White being three times publicly called to come into Court makes default of Appearance - But because the Court of the Lord the King now here are not advised of giving their Judgment of and upon the Premises therefore it is considered that the Case be continued until the third Tuesday of May next ensuing that the Court may further advise and consider of giving their Judgment thereon And let the s<sup>r</sup> Moses and William then come &c.



159  
High  
Hubbard  
Daniel Fish of Shutesbury in the County of Hampshire yeoman by Sim<sup>r</sup>  
Strong Gent. his Att<sup>r</sup> comes here and humbly shews that at a Trial before Josiah  
Chauncy Esq. one of his Majesty's Justices of the peace for the said County on  
monday the 28<sup>th</sup> day of October last past he recovered Judgment against  
Joseph Hubbard, of Hadley in the County of Hampshire Gent., for one pound  
18/5<sup>3</sup>/<sub>4</sub> Damages and twelve Shillings and three pence Cost of Suit from which  
Judgment said Joseph appealed to this Hon<sup>ble</sup> Court and recognized with Surety  
to prosecute his appeal but has failed to do it he therefore prays affirmati-  
on of former Judgment with additional Interest and Cost. Therefore it is  
considered by the Court that the said Daniel do recover against the said  
Joseph one pound nineteen Shillings and three farthings of lawful money  
Damages and Costs of Suit taxed at Two pounds 3/9 & thereof he  
In<sup>n</sup> is<sup>d</sup> Feb<sup>y</sup> 25. 1766 —

Idem  
or  
Ex<sup>tra</sup> Idem  
Humbly shews Daniel Fish of Shutesbury in the County of Hampshire  
yeoman by Sim<sup>r</sup> Strong Gent his Att<sup>r</sup> that at a Trial before Josiah Chauncy  
Esq. one of his Majesty's Justices of the Peace for the said County On monday 4<sup>th</sup>  
28<sup>th</sup> of Oct<sup>r</sup> last he recovered Judgment against the before named, Joseph Hub-  
bard for one pound 18/5<sup>3</sup>/<sub>4</sub> Damages and 12/3<sup>d</sup> Costs of Suit from which Judg<sup>t</sup>  
said Joseph appealed to this Hon<sup>ble</sup> Court & recognized with Surety to prose-  
cute his appeal but has failed to do it he therefore prays affirmation of former  
Judgment with additional Interest and Cost. Therefore it is considered by  
the Court that the said Daniel do recover against the said Joseph one  
pound nineteen Shillings and three farthings of lawful money Damages and  
Costs of Suit taxed at two pounds 3/9 & In<sup>n</sup> is<sup>d</sup> Feb<sup>y</sup> 25. 1766 —

Idem  
or  
Ex<sup>tra</sup> Idem  
Humbly shews the same Daniel last before named by his P<sup>r</sup> Att<sup>r</sup> that at a  
Justice's Court holden before Josiah Chauncy Esq. one of his Majesty's Justices of  
peace for the said County on the 28<sup>th</sup> day of Oct<sup>r</sup> 1765 he recovered Judgment  
against Joseph Hubbard last above named for thirty nine Shillings and five  
pence Damages and twelve Shill<sup>ings</sup> & six pence Costs of Suit from which Judgment said  
Joseph appealed to this Hon<sup>ble</sup> Court and recognized with Surety to prosecute  
his appeal but has failed to do it he therefore prays affirmation of former  
Judgment with additional Interest and Cost. Therefore it is considered by the  
Court that the said Daniel do recover against the said Joseph Two pounds and  
five pence three farthings of lawful money Damages and Costs of Suit taxed at  
Two pounds three Shillings and nine pence & thereof In<sup>n</sup> is<sup>d</sup> Feb<sup>y</sup> 25. 1766 —

Idem  
or  
Ex<sup>tra</sup> Idem  
Humbly shews Daniel Fish next above named by his before named Att<sup>r</sup>  
that at a Justice's Court holden before Josiah Chauncy Esq. one of his Majesty's  
Justices of the peace for the said County on monday 4<sup>th</sup> 28<sup>th</sup> Day of Oct<sup>r</sup> (viz  
Oct<sup>r</sup> last past) at his dwelling house in Amherst at two of the Clock afternoon  
he recovered Judgment ag<sup>t</sup> Joseph Hubbard next before named for 38/5<sup>3</sup>/<sub>4</sub>  
Damages and 12/3<sup>d</sup> Cost of Suit from which Judgment P<sup>r</sup> Joseph appealed  
to this Hon<sup>ble</sup> Court and recognized with Surety to prosecute his appeal but  
has failed to do it he therefore prays Affirmation of former Judg<sup>t</sup> with additi-  
onal interest and Cost. Therefore it is considered by the Court that the P<sup>r</sup>  
Daniel do recover against the said Joseph One pound nineteen Shillings  
& three farthings of lawful money Damages and Cost of Suit taxed at two  
pounds three Shillings nine pence & thereof he may have his In<sup>n</sup> & C<sup>osts</sup>



Humbly shews Nathan Adams of Shutesbury in the County of Hampshire  
by Simeon Strong Gent. his atty that at a Trial before Josiah Chauncy Esq  
one of his Majesty's Justices of the peace for the said County he recovered Judgt  
against Jonas Lork of Shutesbury for one pound 17/8<sup>ths</sup> Damages and twelve  
shillings and eight pence Cost of Suit from which Judgement said Jonas appeal'd  
this Hon<sup>ble</sup> Court and recognized with Sureties to prosecute his appeal  
but has failed to do it he therefore prays affirmation of former Judgement  
with additional Interest and Cost - Therefore it is Considered by the Court  
that the said Nathan do recover against the said Jonas One pound eighteen  
shillings & two pence two farthings of lawful money Damages and Costs of  
Suit taxed at Two pounds one shilling & two pence & thereof he may have Exec<sup>n</sup> is 25<sup>th</sup> Feby  
1766 -

Humbly shews Elisha Clary of Sunderland by Simeon Strong gent. his atty  
that at a Trial before Josiah Chauncy Esq one of his Majesty's Justices of y<sup>e</sup>  
peace for the County of Hampshire on the 28<sup>th</sup> day of Oct. last past he recovered  
Judgment against Jonas Lork of Shutesbury for one pound 17/10<sup>ths</sup> Damages and  
Cost of Court allowed to be 12/8 from which Judgement said Jonas appealed to  
this Hon<sup>ble</sup> Court and recognized with Surety to prosecute his appeal with  
effect but has failed to do it he therefore prays affirmation of former Judgt  
with additional Interest and Cost - Therefore it is Considered by the Court y<sup>t</sup>  
the said Elisha do recover against the said Jonas One pound eighteen shillings  
and four pence one farthing of lawful money Damages and Costs of Suit taxed  
at Two pounds one shilling & two pence & thereof he may have Exec<sup>n</sup> &c

Humbly shews Joseph Lork of Shutesbury in the County of Hampshire yeoman  
by Simeon Strong Gent. his att. that at a Trial before Josiah Chauncy Esq one of  
his Majesty's Justices of the peace for the said County on the 28<sup>th</sup> day of Oct.  
last past he recovered Judgement against Joseph Hubbard of Hadley in y<sup>e</sup> County  
Gent. for eighteen shillings & nine pence Damages and twelve shill' & 3<sup>d</sup> Costs of Suit  
from which Judgement he appealed to this Hon<sup>ble</sup> Court and recognized with Surety  
to prosecute his appeal but has failed to do it he therefore prays affirmation  
of former Judgement with additional Interest and Cost - Therefore it is Considered  
by the Court that the said Joseph Lork do recover against the said Joseph  
Hubbard nineteen shillings and ~~two~~ farthings of lawful money Damages and  
Costs of Suit taxed at Two pounds 6/9 & thereof he may have Exec<sup>n</sup> is 19<sup>th</sup> Feby 1766 -

Joseph Stebbins of a place called Hindeale lately reputed to be in y<sup>e</sup> Province  
of New Hampshire now in the Province of New York yeoman Plt vs Thomas  
Smith of Springfield in the County of Hampshire yeoman and Annah his  
wife who was lately Annah Belding which said Annah is administratrix of  
all the Goods Chattels Rights and Credits of Titus Belding late of Keen in the s<sup>d</sup>  
Province of New Hampshire yeoman Deft. in a plea of the Case for that whereas  
said Joseph at said Springfield on the last day of December A.D. 1764 had at  
the special instance and request of said Titus kept fed and fattened one horse of  
said Titus for the space of six weeks and two other horses for the space of twenty weeks  
and two other horses for sixteen Weeks according to the annexed account that is to  
say according to y<sup>e</sup> A/c annexed to the pl<sup>t</sup> A/crit he y<sup>e</sup> said Titus in Consideration  
hereof afterwards to wit the day and year last above s<sup>d</sup> at Springfield afores<sup>d</sup>  
promised on himself & to the said Joseph then & there promised to pay him on  
demand for said keeping feeding and fattening s<sup>d</sup> Horses so much as s<sup>d</sup> Joseph  
reasonably



100) reasonably deferred to have of the said Titus therefor at the time of the doing &  
Stebbins} performance thereof and the said Joseph says he reasonably deferred to have of  
Biddings} said Titus for the said keeping feeding and saling said horses at said time & sum  
Dandy} of five pounds four shillings of all which said Titus then and there had notice  
Also for that said Joseph at said Springfield on the day last aforesaid had at  
the special Instance and Request of said Titus sold and delivered to s<sup>d</sup> Titus  
undry articles of Goods Wares and Merchandises the Particular whereof are in  
the account annexed (viz by Pl<sup>t</sup> Wait) in Consideration whereof said Titus  
undertook and promised said Joseph to pay him for said Goods Wares & Merchandises  
so much money on demand as said Goods Wares & Merchandises were  
reasonably worth at said time of Sale and delivery and s<sup>d</sup> Joseph says that at  
said time of sale and delivery said Goods were reasonably worth the sum of  
Six pounds five shillings and four pence of all which said Titus then & there  
had Notice yet said Titus tho' often requested in his life time never performed  
his said Promise nor hath said Annah while she was sole and unmarried tho'  
often requested ever paid said sum or either of them or any part thereof nor  
have the s<sup>d</sup> Thomas and Annah or either of them since their Inter-marriage with  
each other ever paid said sum or either of them or any part thereof tho' often  
thereto requested but wholly deny and refuse to do it to the damage of s<sup>d</sup> Joseph  
as he says £15- The s<sup>d</sup> Joseph Stebbins comes here by Simon Strong Gent. his  
Att<sup>r</sup> - And the s<sup>d</sup> Joseph humbly prays a continuance of this Action until s<sup>d</sup>  
Third Tuesday of May next ensuing and it is granted & the said Parties have  
a day accordingly

Northbrook} Humbly shews John Northbrook of South Wymfield in the County of Hampshire  
Burke} yeoman by Moses Blip Gent<sup>r</sup> his Att<sup>r</sup> that at a Justice Court held before John  
Sherman by one of his Majesty's Justices of the Peace for the s<sup>d</sup> County at his Dwelling  
House in Wymfield on the twenty first day of Oct<sup>r</sup> last past he recovered Judgment  
against Jonathan Burke of said South Wymfield yeoman for the sum of eighteen  
shillings and eight pence money Damages and Cost of Suit taxed at 18/6 from which  
Judgment the s<sup>d</sup> Jon<sup>s</sup> Burke appealed to the Inferiour Court of Common Pleas to be  
held at Northampton afores<sup>d</sup> on the second Tuesday of November ~~last~~ last past and  
recognised with sufficient Sureties as the law directs for prosecuting his s<sup>d</sup> Appeal  
with effect but has failed so to do the s<sup>d</sup> John Northbrook therefore prays of this  
Hon<sup>ble</sup> Court affirmation of the former Judgment with additional Cost

Therefore it is Considered by the Court that the said John Northbrook do-  
recover against the said Jonathan Burks eighteen shillings and eight pence  
of lawful money Damages and Cost of Suit taxed at three pounds five shill-  
and two pence & thereof he may have his Exec<sup>n</sup> to Ex<sup>te</sup> 20<sup>th</sup> March 1766-

Marshall} Peter Marshall of Sudbury  
app<sup>r</sup> in } mid County of Hampshire yeoman  
Baker } appellant & v<sup>s</sup> Noah Baker of  
N<sup>o</sup> 29 } same Sudbury and appellee  
the Judgment of Samuel Mather  
by one of his Majesty's Justices of  
the Peace for the County of  
Hampshire at his dwelling house Tuesday the 29<sup>th</sup> day of Oct<sup>r</sup> 1765 when and where the s<sup>d</sup>  
Noah was Plaintiff and the s<sup>d</sup> Peter was defendant in an action or plea of Supra or of Case &c The s<sup>d</sup>  
Peter by Simon Strong Gentleman his Attorney comes here and humbly prays a Cont<sup>n</sup> of this  
Action until s<sup>d</sup> next Term - And the s<sup>d</sup> Parties have a day before the Court of s<sup>d</sup> Lord the King here until  
the Third Tuesday of May next ensuing -

The foregoing Judgments being made and entered  
up in manner aforesaid the said Court was then  
adjourned without Day -

Att<sup>r</sup> W<sup>m</sup> Williams Clerk.

Att<sup>r</sup> W<sup>m</sup> Williams Clerk.



Hampshire per Anno Regni Georgii Tertii Regis magnae } 6<sup>th</sup> Geor. III.  
Britanniae Franciae et Hiberniae Rex lo

At his Majesty's Court of General Sessions of the Peace holden at Northampton within and for the County of Hampshire on the Second Tuesday of November, being the twelfth day of y<sup>e</sup> said month, (i.e. de die in diem to y<sup>e</sup> 14<sup>th</sup> day of y<sup>e</sup> month) anno Domini 1765

The Justices of y<sup>e</sup> Court

Who were present were

these viz — each attended the

Israel Williams Esq. — 3 Days —

Timothy Dwight Esq. — 3 Days

Eniah Dwight Esq. — 3 Days

Joseph Hawley Esq. — 3 Days

Thos Dwight Junr Esq. — 3 Days

Samuel Mather Esq. — 3 Days

Thomas Williams Esq. — 3 Days

Cleaver Porter Esq. — 1 Day

Petit Jury —

Ezra Clark foreman

Miles Morgan

Jam<sup>es</sup> Cooper

Phin<sup>is</sup> Tracy

Seth Murray

Stephen Noble

Will<sup>m</sup> Arns Junr

Epideon Henderson

Sedidiah Clark

Benezer Marsh Junr } de

Moses Cook } Tal.

Daniel Kellogg }

Grand Jurors —

1<sup>st</sup> Nath<sup>l</sup> Brewer fore<sup>man</sup> absent

2<sup>nd</sup> Rich<sup>d</sup> Woolworth

3<sup>rd</sup> Nath<sup>l</sup> Clark fore<sup>man</sup> for this term

4<sup>th</sup> John Wright

5<sup>th</sup> Jon<sup>n</sup> Woodner

6<sup>th</sup> Hat. Hoat Colerian

7<sup>th</sup> Will<sup>m</sup> William Sacket

8<sup>th</sup> Dea. Jon<sup>n</sup> Arns

9<sup>th</sup> Sup<sup>r</sup> John Clary

10<sup>th</sup> N<sup>at</sup> Ebenezer Field

11<sup>th</sup> N<sup>at</sup> Jonathan Jones

12<sup>th</sup> El<sup>d</sup> Daniel Gray

13<sup>th</sup> Man<sup>ly</sup> Israel Gibbs

14<sup>th</sup> Gen<sup>l</sup> Benj<sup>m</sup> Woolley

15<sup>th</sup> Nat<sup>l</sup> John Smith

16<sup>th</sup> N<sup>at</sup> Jeremiah Meacham

17<sup>th</sup> Gen<sup>l</sup> Justus Roff

18<sup>th</sup> Nath<sup>l</sup> John Smith

19<sup>th</sup> Am<sup>os</sup> Joseph Eastman

20<sup>th</sup> N<sup>at</sup> Anthony Meddison

This Jury attended 3 Days —

Then While attend<sup>ed</sup> of Jury —

The Jurors for the said Lord the King for the body of the said County of Hampshire do on their oaths present Robert Jenkins of Boston in the County of Suffolk merchant or that the said Robert on the eighteenth day of August current the same being sabbath or Lord's Day did unnecessarily travel from the dwelling house of George Dymon in Granville in said County to the dwelling house of John Ingersoll Quatterman in Westfield in said County the length of twelve miles contrary to one Law of this Province in that behalf made and provided the peace of the said Lord the King his Crown and Dignity. This bill found at the Term of this Court of the last Tuesday of August last signed Nath<sup>l</sup> Brewer foreman, being then presented to the Court it was thereupon commanded to the Sheriff And now comes here the said Robert Jenkins in his proper person; And Moses Bliss Gent. who for our sovereign Lord the King in this behalf prosecutes likewise now comes — And the same Robert having read the hearing of the Indictment aforesaid, he says that he will not contend with the Lord the King thereupon, and thereof he puts himself upon the mercy of y<sup>e</sup> Lord the King — Therefore it is considered by the Court that the said Robert be taken to satisfy the Lord the King of his fine by seizure of the Trespas and Contempt in the Indictment above specified which fine is by the Justices now here fixed at fifteen Shillings the one moiety to y<sup>e</sup> use and behoof of y<sup>e</sup> poor of the town of Westfield and the other moiety to the use and behoof of y<sup>e</sup> poor of the district of Granville in the said County of Hampshire & it is further considered that the said Robert do pay the costs of this Prosecution taxed at thirty eight shillings and eight Pence standing committed to fine Not paid in Court



1615  
S. Ren } And now at this time the Inhabitants of the Town of Bernadston in the County  
Bernadston } of Hampshire come here agreeable to the order of the Court at the last Term, by Tho:  
William by their agent, further to answer to the presentment for Default of a due  
Reparation of the Common Highway of the Lord the King then, as is at large on  
Record of the last Term) And Moses Blip Gent<sup>l</sup> who for our said Lord the King now  
at this time in this behalf prosecutes likewise now comes here. And it is ordered  
by the Court that the said presentment and Cause be further continued until  
the second Tuesday of February next ensuing & that the s<sup>d</sup> Inhabitants do then come  
before the Court further to answer &c

S. Ren } Heretofore to wit at the Term of this Court of the Third Tuesday of May last  
Warren } past by the Oath of twelve Jurors it is presented that William Warren of Hatfield  
in the County of Hampshire yeoman on the twelfth day of March last past at  
said Hatfield with force and arms and privately and secretly in the night time  
did kill and destroy one Cow of the price of fifty shillings of the goods and Chattels  
of Samuel Fairfield of the said Hatfield contrary to Law the peace of the s<sup>d</sup> Lord  
the King his Crown and Dignity Whereupon it was then Commanded to the  
Sheriff &c And the said William now comes before the Court in his proper person  
and having had the hearing of the presentment aforesaid he pleads that thereof  
he is not guilty and thereof he puts himself upon the Country for a trial And  
Moses Blip Gentleman who for our said Lord the King in this behalf prosecutes  
likewise doth the same. Thereupon the Jurors now at this <sup>time</sup> returned & impanelled  
being called likewise now come who, to say the Truth concerning being sworn,  
declare upon their oath that the said William Warren of the Trepass, contempt  
and killing in the presentment afores<sup>d</sup> above specified as against him is above  
supposed is not guilty. Therefore it is Considered that the said William may  
go without day. It is also Considered that the Costs that have arisen upon this  
prosecution and which are taxed at two pounds 16<sup>s</sup> 6<sup>d</sup> be paid and satisfied out  
of the County Treasury of this County. ~ order has been draw'd accordingly

Idem } Heretofore to wit at the Term of this Court of the Last Tuesday of August last past  
John } by the Oath of twelve Jurors it is presented that John Shepard Junier of Westfield  
Shepard } in the County of Hampshire yeoman at said Westfield on the fifteenth day  
of July 1664 with force and arms made an assault upon the body of one  
James Dix of Wyngbarn in the County of Berkshire yeoman he the s<sup>d</sup> James  
then being in the peace of the said Lord the King and him the said James then  
and there with force and arms as aforesaid the said John beat wounded and  
other Injuries to him the said James then and there did contrary to Law  
and against the Peace of the said Lord the King his Crown and Dignity -  
Whereupon it was commanded to the Sheriff &c And now comes here the said  
John Shepard in his proper person And Moses Blip Gent who for our s<sup>d</sup> Lord  
the King in this behalf prosecutes likewise now comes here. And the s<sup>d</sup> John  
Shepard Jun<sup>r</sup> having had the hearing of the presentment afores<sup>d</sup> he says  
that he will not contend with the s<sup>d</sup> Lord the King thereupon and thereof he  
puts himself upon the mercy of the Lord the King. Therefore it is Considered  
that the s<sup>d</sup> John be taken to paying the s<sup>d</sup> Lord the King of his fine by occasion  
of the Trepass and assault afores<sup>d</sup> which fine by the Justices now here is assessed  
at one Shilling to be satisfied according to Law viz to be paid up off County of  
Hampshire &c &c Costs taxed at two pounds upo standing committed to  
him not paid in Court



Hertofore to wit at the Term of this Court of the Third Tuesday of May last past  
by the Oath of twelve Jurors it is presented that John Nash of Amherst in the  
County of Hampshire Junr. yeoman on the first day of July in the second year  
of the Reign of the Lord the now King in the year of our Lord God Seventeen  
hundred and Sixty two at Amherst aforesaid did wittingly and willingly  
and with force and arms hunt and kill one wild Deer and then and there  
had in his possession the raw skin and raw flesh of one wild Deer killed  
then and there between the twenty first day of December Anno Domini  
1761 and the twenty first day of August Anno Domini 1762 contrary to  
the Law of this Province in that Case made and provided and against the  
Peace of the Lord the King his Crown and dignity ~ And the said John  
Nash according to his Recognizance taken at the last Term now comes here  
in his proper person ~ And Moses Bliss Gentleman who for our said Lord the  
King in this behalf prosecutes likewise comes here ~ And the same John  
having had the hearing of the Presentment aforesaid by his Council now  
moves to quash the same ~ It is thereupon Considered by the Court that the  
said Presentment be and it is hereby quashed and that said John may  
go without day ~ It is also considered that the Costs of this Prosecution be  
paid and satisfied out of the County Treasury of this County which Costs  
are taxed at two pounds 12/8 ~ an order has passed by Treasurers accordingly

Hertofore to wit At the Court of General Session of the Peace holden at  
Springfield within and for the County of Hampshire on the last Tuesday of  
August last past by the Oath of twelve Jurors it is presented That Moses  
Drake of Westfield in the s<sup>d</sup> County yeoman at said Westfield on the  
Seventeenth Day of March last with force and arms in and upon William  
Hinsworth of s<sup>d</sup> Westfield yeoman then and there in the Peace of God and of y<sup>e</sup>  
Lord the <sup>King</sup> being an assault made and one hand Gun loaded with Powder &  
ball which he the said Moses then and there held in his hand against y<sup>e</sup>  
said William he the said Moses at the distance of four rods did level  
direct and present, and attempt the same piece so levelled directed & charged  
to discharge and shoot off at and against the said William then & there  
being within the reach of a shot from the same Gun and then & there other  
injuries did to y<sup>e</sup> William to his great Damage and hurt and to the  
evil example of all others offending in the like kind & against the Peace of  
the said Lord the King his Crown and Dignity. Whereupon it was commanded  
to the Sheriff &c And now comes here the said Moses Drake in his proper person  
and Moses Bliss Gentleman who for our Lord the King in this behalf prosecutes  
likewise comes here ~ And forasmuch as it appears to the Court now here that y<sup>e</sup>  
said recited presentment is informal and materially bad therefore it is considered  
that the said Presentment be quashed & the said Drake be no further held to answer  
to the same - It is also Considered that the Costs of this Prosecution allowed to be  
Eighteen Shillings and eleven pence be paid and satisfied out of y<sup>e</sup> County Treasury &  
order made accordingly

Moses Bliss of Springfield in the County of Hampshire Gentleman atty<sup>r</sup> for  
our Sovereign the King in this behalf comes and here instantly gives this Court  
to understand and be informed that Moses Drake of Westfield in the County of  
Hampshire yeoman did at said Westfield on the Seventeenth Day of March  
last past with force and arms in and upon the body of William Hinsworth of said  
Westfield



162  
J. Den  
in  
Drake } Westfield an assault made said William then and there being in the Peace of  
God and of the said Lord the King and one hand Gun loaded with powder & ball  
which he the said Moses then and there held in his hand said Moses toward and  
against the said William at the distance of four rods did Cork level direct & present  
and attempt the same piece or Gun so levelled directed and charged to discharge  
and shoot off against and at the said William he then and there being within  
the reach of a shot from the same Gun and then and there other enormities  
did to the said William to his great Damage to the evil Example of others  
against Law and against the Peace of the said Lord the King his Crown & Dignity

The same Moses Drake being here present in his proper person and having  
had the hearing of the Information afores. he says he will not contend with  
the s. Lord the King thereupon and thereof he puts himself upon the Mercy of  
the s. Lord the King. Afterwards the said Moses Blif who for our s. Lord the King  
in this behalf prosecutes now comes here and declares that he will no further  
prosecute the s. Drake upon the s. Information Therefore it is ordered he may go

J. Den  
Phoebe  
Nash } Phoebe Nash of South Hadley in the County of Hampshire single woman  
comes before this Court in her proper person and here freely confesses that she  
committed the crime of fornication in December 22<sup>nd</sup> 1764 contrary to one Law  
of this Province in that Case made and provided & thereof she puts herself upon the  
Mercy of the Lord the King. Therefore it is Considered by the Court that y<sup>r</sup>. Phoebe  
be taken to satisfy our Lord the King of her fine by one year of Contempt & Offence  
afores. which fine by the Justices now here is assessed at twenty Shillings to be to the  
use & behoof of the County of Hampshire, also that she pay Costs taxed at 8<sup>sh</sup>  
standing committed &c. Time & Cost paid y<sup>r</sup>. Clerk in Court

Timothy  
Beattle } Timothy Beattle of Salem in the Province of New Hampshire who stood  
bound by Recognizance taken before Israel William Esq one of his Majesty's Just  
of the Peace for the County of Hampshire on the 28<sup>th</sup> day of Oct. last to make his  
the s. Timothy's personal appearance here for the purposes in the same Recognizance  
mentioned being three times publicly called to come into Court doth not come  
but makes default of appearance here -

Joel  
Bishop } Joel Bishop of Palmer in the County of Hampshire yeoman who stands bound  
by Recognizance acknowledged before the Court of General Sessions of the Peace holden  
for the County of Hampshire at Springfield on the last Tuesday of August last to  
make his personal appearance before the Court of the Lord the King now here for  
the purposes therein mentioned being now three times publicly called to make his  
personal appearance here doth not come but makes Default &c

Asa  
Miller } Asa Miller of Springfield in the County of Hampshire yeoman who stands  
bound by Recognizance acknowledged before John Worthington Esq one of his Majesty's  
Justices of the Peace for the s. County on the 24<sup>th</sup> day of October last to make his  
personal appearance before the Court of the Lord the King now here to answer to  
such matters as should be objected against him on the part of the Lord the King being  
three times publicly called to come into Court makes default of appearance here

Nathaniel  
Bartlett } Nathaniel Bartlett of South Hadley and Joel Bartlett of Northampton both  
of Hampshire yeomen come personally into this Court and acknowledge themselves  
to be severally indebted to our sovereign Lord the King in the sum of twenty pounds  
viz. in s. Nathaniel as principal in the sum of twenty pounds and the s. Joel as surety



Surety in the sum of twenty pounds to be levied on their Goods and Chattels Lands or Tenements and in Want thereof upon their bodies respectively to the use of our said Lord the King his heirs or Successors in Case default be made in the performance of the condition following To wit the Condition of the foregoing Recognizance is such that if the said Nathaniel Bartlett shall personally appear before the Court of General Sessions of the peace to be holden at Northampton within and for the County of Hampshire on the second Tuesday of February next to answer to such things as may then be objected against him on the part of the said Lord the King and particularly to the presentment found against him the s<sup>d</sup>. Nathaniel at this Term wherein he is charged with an Assault upon the body of Elijah Symon of Northampton yeoman and shall do and receive that which by the said Court shall then and there be enjoined him and not depart without licence then the s<sup>d</sup>. Recognizance is to be void else to remain in full force power and Virtue

Elijah Alvord of South Hadley in s<sup>d</sup>. County of Hampshire being called upon his Recognizance taken before Joseph Hawley and Samuel Mather Esquires makes default of Appearance Afterwards the said Elijah now at this time comes personally here and John Symon of Northampton afores<sup>d</sup>. yeoman also comes in his proper person into this Court and the said Elijah and John acknowledge themselves to be indebted to our Sovereign Lord the King the s<sup>d</sup>. Elijah as principal and s<sup>d</sup>. John as Surety in the sum of twenty pounds each to be levied of their Goods or Chattels their Lands or Tenements and in want thereof upon their bodies to the use of the s<sup>d</sup>. Lord the King his heirs or Successors in Case default be made in the performance of the Condition following That is to say the Condition of the s<sup>d</sup>. Recognizance is such that if the said Elijah Alvord shall personally appear before the Court of General Sessions of the peace to be holden at Northampton in and for s<sup>d</sup>. County of Hampshire on the second Tuesday of February next to answer to such things as on the part of the s<sup>d</sup>. Lord the King shall then be objected against him especially to the presentment now found against him wherein he stands charged of an assault upon Elijah Symon of Northampton afores<sup>d</sup>. and shall do and receive that which by the s<sup>d</sup>. Court shall then and there be enjoined him in s<sup>d</sup>. premises and not depart without licence then the s<sup>d</sup>. Recognizance is to be void otherwise to remain in full force

Joshua Loomis of Westfield in the County of Hampshire yeoman Solomon Shepard and John Loomis both of the s<sup>d</sup>. Westfield yeomen come into this Court in their proper persons and acknowledge themselves to be severally indebted to our Sovereign Lord the King in the sums following viz the s<sup>d</sup>. Joshua principal in the sum of fifteen pounds the s<sup>d</sup>. Sol<sup>d</sup>. and John Sureties in the sum of £7.10. each to be levied of their Goods or Chattels Lands or Tenements and in want thereof upon their bodies to the use of the said Lord the King his heirs or Successors in Case default be made in the performance of the Condition following

The Condition of the above written Recognizance is such that if the said Joshua Loomis shall personally appear before the Court of General Sessions of the peace to be holden at Northampton in and for s<sup>d</sup>. County on the second Tuesday of February next to answer to such things as on the part of s<sup>d</sup>. Lord the King shall be objected against him particularly to the presentment found against him at the last Term of s<sup>d</sup>. Court for killing one wild Deer contrary to s<sup>d</sup>. Statute & shall do and receive that which by s<sup>d</sup>. Court shall then and there be enjoined him & not depart without <sup>our</sup> licence then the s<sup>d</sup>. Recognizance to be void otherwise not

for Northampton 12<sup>th</sup> page 165



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Witnesses } John Lornis yeoman and Solomon Shepard yeoman both of Westfield in &  
Ishtia } County of Hampshire personally came here and acknowledge themselves to be  
Lornis } severally indebted to our sovereign Lord the King in the sum of five pounds to  
be levied of their goods and Chattels Lands or Tenements and in want thereof  
upon their bodies to the use of the said Lord the King his heirs or Successors in case  
default be made in the performance of the Condition following The Condition  
of the foregoing Recognizance is such that if the said John and Solomon shall  
personally appear before the Court of General Sessions of the Peace to be holden  
at Northampton within and for the County of Hampshire on the Second Tuesday  
of February next to testify the truth and give evidence for the s<sup>d</sup> Lord the King  
concerning the Charge contained in the aforesaid Presentment against y<sup>e</sup> s<sup>d</sup>  
Joshua Lornis and not depart with leave of y<sup>e</sup> Court then y<sup>e</sup> said Recognizance  
to be void otherwise to remain in full force

Reuben } Reuben Leonard Junr and Benajah Stevenson both of Springfield in y<sup>e</sup>  
Leonard } County of Hampshire yeoman personally came here and acknowledge themselves  
Junr } to be severally indebted unto our sovereign Lord the King in these sums viz  
Reuf } the s<sup>d</sup> Reuben principal in the sum of ten pounds and the said Benajah as  
Surety in the sum of ten pounds to be levied of their Goods or Chattels Lands or  
Tenements and in want thereof upon their bodies to the use of the s<sup>d</sup> Lord the  
King his heirs or Successors in case default be made in the performance of y<sup>e</sup>  
following Condition The Condition of the above written Recognizance is such that  
if the s<sup>d</sup> Reuben shall personally appear at the Court of General Sessions of y<sup>e</sup>  
Peace to be holden at Northampton within and for the County of Hampshire  
on the Second Tuesday of February to answer to such things as shall be objected  
on the part of y<sup>e</sup> s<sup>d</sup> Lord the King against him the s<sup>d</sup> Reuben more particularly  
to answer to y<sup>e</sup> s<sup>d</sup> Lord the King upon a presentment found at the last August Term  
of this Court against him <sup>for</sup> fishing in Agawam River on the Lords Day & and  
shall do and receive that which by the said Court shall be then and there enjoined  
him & Not depart without license then the s<sup>d</sup> Recognizance to be void or else  
to remain in full force & Virtue

Oliver } Reuben Leonard Junr and Benajah Stevenson both of Springfield in y<sup>e</sup> County  
Leonard } of Hampshire yeoman now here present in their proper persons acknowledge them-  
Oliver } selves to be severally indebted to our Sovereign Lord the King in the sums following  
viz the said Reuben principal in the sum of ten pounds and the s<sup>d</sup> Benajah as  
Surety in the sum of ten pounds to be levied of their Goods or Chattels Lands or Ten-  
ements viz in want thereof upon their bodies to the use of our said Lord the King his  
heirs or Successors in case default be made in the performance of the Condition  
following The Condition of this Recognizance is such that if Oliver Leonard of  
Springfield aforesaid who is a miner shall personally appear at the Court of  
General Sessions of the Peace to be holden at Northampton within and for the  
County of Hampshire on the Second Tuesday of February next to answer to  
such things as on the part of the said Lord the King shall be objected against the  
said Oliver particularly to the presentment found at the Term of y<sup>e</sup> s<sup>d</sup> Court of  
the last Tuesday of August last against him the s<sup>d</sup> Oliver for unlawfully  
exercising himself on the Lords day in the business of catching fish in Agawam  
River contrary to the Statute & and shall do and receive that which by the said  
Court shall then and there be enjoined him & Not depart without license then y<sup>e</sup>  
s<sup>d</sup> Recognizance to be void otherwise to remain in full force



Joseph Higgins of Hardwick in the County of Worcester yeoman and Oliver Russell of Greenwich in the County of Hampshire Esquires come here in their proper persons and acknowledge themselves to be severally indebted to our sovereign Lord the King in the sum of five pounds to be levied of their goods or Chattels Lands or Tenements and in want thereof upon their bodies to the use of the said Lord the King his heirs or Successors in case default be made in y<sup>e</sup> performance of a following condition - The condition of this Recognizance is such that if the said Joseph and Oliver shall personally appear before the Court of General Sessions of the Peace to be holden at Northampton in and for the County of Hampshire on the second Tuesday of February next to testify the Truth and Give evidence for y<sup>e</sup> said Lord the King concerning certain Heppes Contempts and offences now at this Term presented against Will<sup>m</sup> Rogers of y<sup>e</sup> County of Greenwich yeoman and not depart without license then the said Recognizance to be void otherwise to remain in full force -

Witness my hand and Seal this 27<sup>th</sup> day of February 1765

John Workman of Bernardston yeoman who stands bound by recognizance taken before Thomas Williams Esq<sup>r</sup> one of his Majesty's Justices of the Peace for y<sup>e</sup> County of Hampshire to make his personal appearance here now comes before the Court and is thereupon discharged from the said Recognizance by Proclamation by order of

Capt<sup>l</sup> Moses March of Hadley who was appointed at the last Term of this Court one of the Commissioners to view and lay out a Highway from Hatfield to Ashfield & to continue the same to Williamsborough & also to discontinue y<sup>e</sup> County Road in Hatfield South meadow and lay y<sup>e</sup> same anew (as at large on Record of that Term) being not well and unable to perform the service Insign Noah Strong of Northampton is by this Court appointed one of the Commissioners in the Room of the said March -

### Cautions

Pursuant to a Warrant under the hands and Seal of the Selectmen of the Town of Springfield in the County of Hampshire bearing Date the 9<sup>th</sup> day of February 1765 now brought into this Court on the 27<sup>th</sup> day of y<sup>e</sup> same February William God free and the next Day Jeremiah Ingram and Mary Ingram his Wife and Jeremiah Hannah and James their Children transient persons were warned to depart from and leave the said Town by Elijah Leonard Constable and on the eighth of March pursuant to y<sup>e</sup> same Warrant Joshua Sears a transient person was also warned to Depart from the said Town by John Lankton Const<sup>l</sup> as is more fully to be seen on file -

Pursuant to a Warrant under the hands and Seal of the Selectmen of the Town of Springfield above<sup>d</sup> bearing Date the 22<sup>d</sup> of Oct<sup>r</sup> 1765 now brought into this Court on the 8<sup>th</sup> day of November Current Ruth Elsworth & Apphia Elsworth her Daughter who came from Windsor and the next Day Margaret Carter Nehemiah Harmon & Abigail his wife and their Children viz Nehemiah Abigail and Isaac who all came last from Suffield were warned to depart from the said Springfield by Russell Leonard Constable As by y<sup>e</sup> files may be seen

Pursuant to a Warrant under the hands and Seal of the Selectmen of the Town of Northampton above<sup>d</sup> bearing date the first day of November Current now brought into Court on the 7<sup>th</sup> day of the said November David Dewey with his wife Hibiah and their Child being their whole family who came from Southampton some time in the month of May last were warned to depart from and leave y<sup>e</sup> Town of Northampton forthwith by Josiah Clark Jun<sup>r</sup> Const<sup>l</sup> of the said Town as y<sup>e</sup> Warrant and Return on file appears -



Hadley } Pursuant to a Warrant under the hands and Seal of the Selectmen of the Town  
 Cautions of Hadley in the County of Hampshire bearing date the 28<sup>th</sup> day of Oct<sup>r</sup> 1765 now  
 brot into Court Seth Ginkins Freeman who came from Mansfield in Connecticut  
 some time in the Spring of the same year on the said 28<sup>th</sup> day of Oct<sup>r</sup> was warned  
 to depart from and leave the Town of Hadley by Noah Smith Jun<sup>r</sup> Constable as p<sup>r</sup>  
 the Warrant and Return thereon on file appears

Westfield } Pursuant to a Warrant under the hands of the Selectmen of the Town of Westfield  
 Cautions in the County of Hampshire bearing date the 21<sup>st</sup> day of August 1765 and now brot  
 into this Court Sarah Nap wife of James Nap Rebecca Nap Thebe Nap and Sarah  
 Nap their Children, Uriah Tree and Hannah his wife and Caleb Tree their Son  
 Silence Morse & Ebenezer Smith and Daniel Smith her Children all which p<sup>r</sup>  
 Persons came last from Springfield Eliza Parker and Esther his wife and  
 Eliza and Esther their Children who came last from Wallingford in Connecticut  
 on the 28<sup>th</sup> of August aforesaid were all warned to depart and leave the Town of  
 Westfield and return to their last and usual Places of abode abode as the Law directs  
 by John Shepard Jun<sup>r</sup> Const<sup>le</sup> of West<sup>field</sup> as p<sup>r</sup> Warrant & Return on file appears

Brimfield } Pursuant to a Warrant under the hands and Seal of the Selectmen of the town  
 Cautions of Brimfield in the County of Hampshire bearing date the 3<sup>d</sup> day of August last  
 Mary Murrik singlewoman who came from Boston on the 24<sup>th</sup> day of June last  
 on the 13<sup>th</sup> day of Sept<sup>r</sup> last was warned to depart out of the Town of Brimfield  
 by Nathan Collins Const<sup>le</sup> and Robert Nugent who came last from Colchester in  
 Connecticut on the 6<sup>th</sup> day of May last was on the 21<sup>st</sup> day of same September  
 by virtue of same Warrant warned to depart out of the Town of Brimfield  
 by Asa Charles Const<sup>le</sup> as by the Warrant & Return on file appears

South } Pursuant to a Warrant under the hands and Seal of the Selectmen of South  
 Hadley } Hadley in the County of Hampshire bearing date the twenty fourth day of Oct<sup>r</sup>  
 Cautions last now brought into Court on the 7<sup>th</sup> of November James Stays who came  
 there from the parts of Pennsylvania & had resided there not exceeding eight months  
 also on the 11<sup>th</sup> of Nov<sup>r</sup> Judith Fairfield widow & on the 12<sup>th</sup> Lucy Lane the wife of  
 Cornelius Lane both from Belchertown and who had each resided there about six or  
 seven months and said 11<sup>th</sup> of Nov<sup>r</sup> Thomas White from New Salem & who had resided  
 in South Hadley about five months were all warned out of the Town of South Hadley  
 by Reuben Smith Const<sup>le</sup> as p<sup>r</sup> Warrant and Return on file appears

Amherst } Pursuant to a Warrant under the hands and Seal of the Selectmen of the  
 Cautions district of Amherst in the County of Hampshire bearing Date the 26<sup>th</sup> day of  
 Sept<sup>r</sup> 29 1765 now brot into Court Jonathan Moody Jun<sup>r</sup> Constable of Amherst  
 on the 28<sup>th</sup> day of the same month warned Thomas Squire Elizabeth Squire  
 Benjamin Squire Bathsheba Squire forthwith to depart from the p<sup>r</sup> District  
 He certifies that y<sup>e</sup> Thomas and Elizabeth have resided in said district ever since  
 the 26<sup>th</sup> day of May last and no longer and that said Benjamin & Bathsheba  
 have resided in said district ever since the seventh day of November last and no  
 longer & on the 8<sup>th</sup> of Oct<sup>r</sup> last y<sup>e</sup> same Jon<sup>r</sup> Moody by Virtue of y<sup>e</sup> Warrant warned  
 Ezekiel Squire Mary Squire his wife Ezekiel Squire Jun<sup>r</sup> Azubah Squire Elizabeth  
 Squire second married in y<sup>e</sup> Warrant Daniel Squire Sirel Squire forthwith to depart  
 from said District & certifies that they have resided there ever since y<sup>e</sup> first of Nov<sup>r</sup> last and  
 no longer & on the same day of Oct<sup>r</sup> y<sup>e</sup> same Jon<sup>r</sup> Moody warned Eliza Hubbard Lucie Hubbard Judith  
 Hubbard & Abigail Hubbard & John Hubbard forthwith to depart from p<sup>r</sup> District & he certifies that all  
 y<sup>e</sup> Hubbards have resided there ever since y<sup>e</sup> first of June last & no longer as p<sup>r</sup> Warrant & Return on file



Pursuant to a Warrant under the hand and Seal of the Select men of Shutesbury  
the County of Hampshire bearing date the sixth day of Sept. 1765 and now bro't  
to Court by Traim Osgood Constable for the said Town on the 16<sup>th</sup> day of Dec<sup>r</sup> came  
Capt. James Wyman forthwith to Depart and leave the s<sup>d</sup> Town & take with  
him Lydia Wyman his wife and he certifies that these persons have had their abode  
in three months and eighteen days and came last from Brookfield - And also  
Pursuant to a Warrant under the hand and Seal of the Select men of s<sup>d</sup> Town of  
Shutesbury bearing date the 14<sup>th</sup> day of Oct<sup>r</sup> 1765 Richard Rorkwood Const<sup>ble</sup> for s<sup>d</sup>  
said Town on the 11<sup>th</sup> day of Nov<sup>r</sup> current warned Josiah Johnson forthwith to depart  
leave the s<sup>d</sup> Town and that he forthwith take with him Sarah Johnson his wife &  
Josiah Johnson Thomas Johnson Jeremiah Johnson Joseph Johnson & Semina  
Johnson his Children and he certifies that each of s<sup>d</sup> Persons have had their abode  
in the s<sup>d</sup> Town eleven months and ten days and on the same day he also warned  
Josiah Blodget forthwith to depart from and leave s<sup>d</sup> Town and take with him Jane  
his Wife and Azubah Blodget his Daughter and he further certifies that each of the  
said Persons have had their abode in s<sup>d</sup> Town of Shutesbury five months and  
fourteen days as the Warrants and Returns on file of this Term may be seen

A List of Marriages from Deerfield Town (Certs) } Marriages  
may be seen on file of this Term - - -

Capt. Joseph Root now presents to this Court a particular account of s<sup>d</sup> Cost and expens<sup>e</sup>  
for rebuilding the bridge over Miller's River between Montague & Northfield called  
Miller's bridge amounting to the sum of fifty six pounds 14/3 in s<sup>d</sup> whole praying  
the same may be allowed & the said Ac<sup>t</sup> being seen & considered by s<sup>d</sup> Justices now  
here is allowed and it is ordered that the County Treasurer be directed to pay the said  
sum to the s<sup>d</sup> Root out of the County Treasury in full discharge of s<sup>d</sup> Ac<sup>t</sup> of same  
Joseph standing accountable to s<sup>d</sup> several persons married in the s<sup>d</sup> Account for sums  
due to them respectively - - -  
Order is 17<sup>th</sup> Dec<sup>r</sup> 1765 -

Oliver Partridge by now presents to the Court his Account for Services done by him  
for the County of Hampshire the year past as Sheriff & amounting to seven pounds  
seven Shillings and eight Pence & praying allowance & the same amount being seen  
by the Court it is allowed & it is order that s<sup>d</sup> County Treasurer be directed to pay s<sup>d</sup> said  
sum to s<sup>d</sup> said Oliver Partridge by out of the County Treasury of s<sup>d</sup> County in full  
discharge of s<sup>d</sup> Ac<sup>t</sup> - - -  
Order is accordingly 17<sup>th</sup> Dec<sup>r</sup> 1765 -

L<sup>th</sup> Abner Smith of Springfield Goaler now brings into Court his Ac<sup>t</sup>  
for the support of Benj<sup>n</sup> Saller (a king's prisoner) from the 14<sup>th</sup> day of June last  
to the 15<sup>th</sup> day of November instant both days inclusive amounting to four pounds  
eight Shillings praying the Court's Allowance & the same amount being seen  
by the Court now here it is allowed and it is ordered that the County Treasurer be  
directed to pay the said sum to the said Smith in full discharge of s<sup>d</sup> Ac<sup>t</sup>  
out of the County Treasury - - -  
Order is accordingly 17<sup>th</sup> Dec<sup>r</sup> 1765 -

It is ordered by this Court that the several persons who have served as Grand  
jurors at the several Sessions of this Court (including this term) the present year &  
also those Persons who have served as Attendants upon the Grand Jury at the several  
Terms shall be paid and satisfied the sums due to them respectively for their said  
services out of s<sup>d</sup> County Treasury And that the Clerk of this Court do cast the  
account and transmit the same together with a copy of this Order to s<sup>d</sup> County  
Treasurer so soon as may be - - -  
Order is 16<sup>th</sup> Dec<sup>r</sup> 1765 -



165.  
 Witness  
 agt  
 Elijah  
 Alford

Elijah Symon Gideon Clark and Oliver Symon all of Northampton aforesaid yeomen & Ebenezer Marsh Junr. of Hadley in sd. County yeomen now come here in their proper person and acknowledge themselves to be severally indebted to our sovereign Lord the King in the sum of five pounds to be levied of their goods or Chattels Lands or Tenements and in Want thereof upon their bodies to the use of the said Lord the King his heirs or Successors in case default be made in the performance of the Condition following - The Condition of this Recognizance is such that if the saids Elijah Gideon Oliver and Ebenezer shall personally appear at the Court of General Sessions of the Peace to be holden at Northampton in and for the said County of Hampshire on the second Tuesday of February next to testify the Truth and give Evidence for sd. Lord the King concerning certain Supplices Contempts Riots and Offences presented at this time against Elijah Alford and sundry other Persons and shall not depart without leave of sd. Court then the sd. Recognizance to be void otherwise to be of force

County  
 Tax  
 &  
 Rate

It is agreed and determined by the Justices of this Court now here present that the Sum of Two hundred and forty four pounds and ten pence three farthings shall be raised the present year upon the several Towns and districts in this County that are taxed to the province for defraying the usual necessary county Charges of the sd. County arising and happening within the same and that y<sup>e</sup> said Towns and Districts shall pay their several Proportions thereof as near as may be according to their respective Proportions of the Province tax this year That is to say the town of

Springfield the sum of £ 43. 2. 2. 1.	Pelham - - - - - £ 7. 4. 6.
Northampton - - - - - 22. 17. 3. 3.	Palmer - - - - - 7. 4. 10. 3.
Southampton - - - - - 5. 2. 8. 3.	Greenwich - - - - - 5. 12. 5.
Hadley - - - - - 9. 19. 5. 1.	Blanford - - - - - 4. 14. 8.
South Hadley - - - - - 10. 9. 8. 2.	Granville - - - - - 8. 10. 9. 3.
Amherst - - - - - 7. 2. 5. 2.	New Salem - - - - - 5. 1. 1. 1.
Hatfield - - - - - 15. 11. 2.	Bellevue town - - - - - 4. 6. 11. 2.
Westfield - - - - - 17. 18. 8. 2.	Colrain - - - - - 3. 0. 7. 2.
Deerfield - - - - - 11. 0. 2. 3.	Ware - - - - - 1. 17. 10.
Greenfield - - - - - 4. 4. 1. 2.	Barnardston - - - - - 19. 10.
Sunderland - - - - - 6. 0. 3. 1.	Ashfield - - - - - 13. 10. 2.
Montague - - - - - 4. 10. 10. 2.	Charlemont - - - - - 7. 8. 2.
Northfield - - - - - 6. 2. 4. 2.	Shutebury - - - - - 2. 16. 10.
Brimfield - - - - - 10. 6. 9. 2.	Chesterfield - - - - - 7. 8. 2.
South Brimfield - - - - - 6. 4. 11.	Wilbraham - - - - - 6. 10. 1. 2.
Monson - - - - - 3. 17. 8. 2.	Sum Total - - - - - £ 244. 0. 10. 3.
	add Greenwich fine - - - - - 10. - - -

And it is ordered that the Clerk of this Court do issue forth his Warrants to the Select men or Apspos of the several Towns and Districts aforesaid willing and requiring them to assess the sum set on their Town or District respectively upon the Inhabitants thereof each one his due and equal proportion thereof as near as may be according to the Rules for Assessing the Province tax this year and to make true and perfect Lists of the names of the persons on whom the same shall be assessed and cause the same to be levied collected and paid in to Edward Pyrrhon by County Treasurer his Successor or order by the thirty first day of March next &c. - & It is further ordered that the Clerk of this Court, when as he conveniently can do transmit to the sd. Treasurer a copy of this order and of the aforesaid Rate & Warrants have been issued accordingly 29<sup>th</sup> Nov. 1765 - & a copy transmitted 16<sup>th</sup> Dec. 65



The foregoing Judgments orders Determinations Grants Recognizances &c being made and entered up in manner aforesaid the said Court now took into their Consideration the Expediency of proceeding to act upon several Petitions and other matters not yet considered and passed upon by the Court And forasmuch as it doth appear to this Court that the considering and passing upon the several Matters yet lying before this Court would be inexpedient at this time Therefore the Justices of the said the King now here have thought fit to adjourn this Court to the Second Tuesday of February next ensuing at nine of the Clock in the forenoon then to be holden at this place to wit in Northampton aforesaid And the said Court is adjourned accordingly

Adjournment to the Second Tuesday of February

Att<sup>y</sup> W<sup>m</sup> Williams Clerks

Hampshire. Anno Regni Georgii Tertii Regis magnae Britanniae  
Franciae & Hiberniae Sexto

At a Court of General Sessions of the peace holden for and within the County of Hampshire at Northampton (by adjournment from the Second Tuesday of November 1765) on the Second Tuesday of February being the Eleventh Day of the said month Anno Domini 1766

Adjournment to the Second Tuesday of Feb'y 66

Present  
Israel Williams Esq  
Timothy Dwight Esq  
Joseph Hawley Esq  
J<sup>r</sup> D<sup>r</sup> Dwight Esq  
Samuel Mather Esq  
Thomas Williams Esq  
Uzazar Porter Esq  
The Attendance of Court is here at the proper Feb'y Term

The Court having now at this time again taken into their Consideration the Memorial of the Agents of the Town of Westfield praying for the aid of the Court to enable the said Town to rebuild a Great Bridge there at or near the place where last bridge stood (entered and at large on Record at August Term 1765) Toasmuch as the Town are now asking the aid of the General Court in this Particular, it is ordered the s<sup>d</sup> Memorial be disp<sup>d</sup>

Memo<sup>d</sup> of Agents for Town of Westfield disp<sup>d</sup>

Joseph Hawley Esq and others Agents for the Town of Northampton now come here further to pursue their Petition (at large on Record of last May Term) praying for the Discontinuance of Baforn's hill road so called And the Petition, together with that also preferred at the same time & also at large recorded at the s<sup>d</sup> May Term by Robert Hamilton and divers other persons Inhabitants of Cheshirefield representing the Necessity of said Baforn's hill Road and that the discontinuance thereof would be detrimental to the Public being now again read & considered It is ordered by this Court that John Worthington of Springfield Elijah Williams and Thomas Williams both of Deerfield be and they are hereby appointed a Committee to view the said Baforn's hill Road leading from Northampton to Cheshirefield and Report to this Court so soon as may be their Opinion respecting a Discontinuance thereof & the s<sup>d</sup> Petitions are further cont<sup>d</sup> until the Third Tuesday of May next ensuing and the Petitioners respectively have a day accordingly

Order on Pet<sup>n</sup> of Agents for Northampton

Cheshirefield Petition against others

John Worthington Esq by Moses Bliss Gent. his attorney now come and humbly moves that the Petition by him the s<sup>d</sup> Worthington entered at the last August Term (at large on Record of that Term) praying for a Committee to be appointed to make Partition of the Great and General Field lying on the west side Connecticut River in Springfield may be further continued to the next Court and it is granted And the s<sup>d</sup> Petitioner hath a day before the s<sup>d</sup> the King here until the Third Tuesday of May next ensuing

John Worthington's Pet<sup>n</sup> cont<sup>d</sup>



*Full Court*  
*Petition*  
*dismissed*  
 The Petition of Jonathan White and others Inhabitants of South Hadley  
 (at large on Record of the last August Term) praying for an inquiry respecting the  
 Damage done to the Petitioners by certain Roads laid by order of this Court respecting  
 the Petitioners lands in S<sup>t</sup> Hadley for which they have had no consideration  
 being read again It is ordered by this Court that the Petition be, it is dismissed

*Sturges*  
*Aug<sup>st</sup>*  
 The Recognizance which immediately follows was acknowledged in this  
 Court, and should have been entered, before the adjournment, but being carried along  
 on file to a future Term was overlooked in its proper place - viz November proper  
 Term time - Benajah Steverfon yeoman and Reuben Leonard Jun<sup>r</sup> yeoman  
 both of Springfield in the County of Hampshire were here in their proper  
 person and acknowledge themselves to be severally indebted to our sovereign  
 Lord the King in the sums following viz of<sup>s</sup>. Steverfon principal in the Sum  
 of ten pounds the said Leonard Surety in the Sum of ten pounds to be levied  
 on their Goods or Chattels Lands or Tenements and in want thereof upon  
 their bodies to the use of the said Lord the King his heirs or Successors in Case  
 Default be made in the performance of the Condition following, The Condition  
 of this Recognizance is Such that if the said Benajah Steverfon shall personal-  
 ly appear before the Court of General Sessions of the peace to be holden at  
 Northampton within and for the County of Hampshire on the Second Tuesday  
 of February next to answer to such things as on the part of the said Lord of  
 the King shall then be objected against him particularly upon the Presentment  
 of the Grand Jury found against him for unnecessarily exercising himself  
 in the business of his ordinary calling on a certain Lord's Day & shall do receive  
 that which by said Court shall then and there be enjoined him and not  
 depart without license then the said Recognizance to be void & otherwise  
 to be & remain in full force &c. Att<sup>y</sup> W<sup>m</sup> Williams Cler<sup>k</sup>

*Highway*  
*from*  
*Montague*  
*to the*  
*Country Road*  
*from*  
*Greenfield*  
*to Northfield*  
 Whereas We the Subscribers being appointed a Committee by the Hon<sup>ble</sup>  
 Justices of the General Sessions of the Peace held at Northampton on Tuesday y<sup>e</sup>  
 14<sup>th</sup> of February 1764 to lay out a public Road from Montague to the Great  
 River near Mr Timothy Childs and from thence to the public Road leading  
 from Greenfield to Northfield, Agreeable to our directions from the Court  
 aforesaid we have notified all Persons concerned and met at Montague  
 the 4<sup>th</sup> of April 1764 and (having been sworn to perform y<sup>e</sup> service according  
 their best Skill &c as appears by the Certificate of Elijah Williams Esq returned  
 with their ~~own~~ doings) proceeded as follows viz began at a pine Staddle on  
 the West Side of the County Road leading from Montague meeting house  
 to Northfield 145 perch from where the County Road turns off that leads from  
 Montague to the north part of Skutesbury New Salem &c M<sup>d</sup> & North 10° East  
 26 perch to a pine Staddle M<sup>d</sup> & N 10° W 74 perch to a pine Staddle M<sup>d</sup> & N 27° W  
 86 perch to a pine tree M<sup>d</sup> & N 34° 30' W 52 perch to a Stake and Stones N 10° W  
 34 to a Stump M<sup>d</sup> N 15° W 92 to a pine Staddle M<sup>d</sup> N 3° W 112 pine Stump east  
 of Ballard's old house N 5° East 114 to a pine Staddle M<sup>d</sup> N 5° W 132 perch to  
 a small brook due N 310 to a pine Staddle M<sup>d</sup> N 5° W 34 to a pine Staddle M<sup>d</sup>  
 N 16° W 65 to a pine Staddle M<sup>d</sup> N 5° East 80 to a pine Staddle M<sup>d</sup> N 22 E  
 48 pine tree M<sup>d</sup> near the head of a deep gutter that leads down to the River N  
 23° 35' East 32 to the River bank S 43° East 34 perch on the River bank to an  
 Elm M<sup>d</sup> then crossing the River to a White oak tree M<sup>d</sup> on the West Side of  
 the



the River bearing N. 25° E. suppose 62 perch, then N. 38. W. 6. to a small brook  
N. 21. N. 22 to a white oak on the River Bank, N. 14 East. 24 to a heap of Stones N. 26  
N. 28 to a pine Saddle and Stones N. 22 E. 61 perch to a pine tree Mk. <sup>in the</sup>  
broth of the road, as we have laid them then East 37° N. 62 perch to a pine  
tree mk., E 33° N. 55 perch to a pine tree Mk. N. 25 E. 50 perch to a Stake and Stones  
E. 34 N. 16 perch to a Stake and Stones 1 perch east of a small brook N. 31. E. 40 p:  
to a White oak tree mk. N. 9° W. 116 perch to a black oak tree Mk., N. 23 E. 18 perch to  
White oak tree Mk. N. 40. East, 56 perch to a heap of Stones E. 27° N. 40 perch to a white  
oak tree Mk. N. 31. E. 52 perch to a pine tree Mk. N. 36 E. 123 perch to a White oak  
tree Mk. N. 21. E. 42 perch to a pine tree Mk. N. 37 E. 77 perch to a white oak tree  
Mk. N. 25. E. 74 perch to a white oak saddle Mk. East 32 N. 44 perch to a heap of  
Stones N. 41 E. 34 perch to a heap of Stones, N. 24 E. 45 perch, 6 feet east of a  
White oak Saddle Mk. N. 16 E. 18 perch to a White oak tree Mk. N. 1° East 58 p:  
6 feet East of a white oak tree Mk. N. 32 E. 65 perch to a white oak tree mk.  
N. 10° E. 123 perch to a white oak tree mk. N. 5 E. 18 perch to a white oak  
tree Mk. N. 15. W. 8 perch to a heap of Stones N. 5 W 48 perch to a pine tree Mk.  
N. 18 W. 16 perch to a heap <sup>of Stones</sup> N. 7° <sup>perch</sup> to a large white oak tree on the County Road  
leading from Greenfield to Northfield Mk. & in the range of the line and H W.

on the East Side - N. 13. Whereas the Gentlemen of Greenfield have proposed <sup>Highway</sup>  
two Ways to lay the aforesaid County Road from the above said pine tree in <sup>in another</sup>  
the Brook of the Road near the Great Falls to the Public Road leading from Greenfield <sup>course from</sup>  
to Northfield and we not being acquainted with the same have viewed both Roads &  
taken the minutes and returned a plan of the same viz from the last mentioned  
pine tree (which is of the line mentioned the 3<sup>d</sup> line from the top of this leaf after course  
N. 22 E.) N. 36. W. 34 perch to a pine stump Mk. - W. 9 N. 22 perch to a pine tree Mk.  
N. 14. W. 17 perch to a pine tree Mk. N. 39 E. 24 perch to the East Side of Fall River heap  
of Stones N. 1° W. 30 perch to a heap of Stones N. 23. W. 20 perch to a pine tree at the  
bottom of the hill west side of Fall River, N. 2° N. 38 perch to a pine tree at the top of d:  
Mk. N. 28. W. 67 perch to a White oak at the bottom of a hill Mk. N. 38 W. 28 perch to a  
pine tree Mk. W. 13° N. 39 perch to a black oak tree Mk. W. 40. N. 27 perch to a stump on  
the East Side of the County Road leading from Greenfield to Northfield Mk. & -

The aforesaid Road is laid four rods in width throughout the whole length <sup>width</sup>  
thereof and the Angles taken by the Point of the needle without allowing the  
Variation And the Line we ran to be the Centre of the said Road - Salak  
Barnard Esq. Fellows Billing Esq. Jonathan Russell Esq. John Clary Esq.  
Jonas Lork Esq. - The foregoing Return first brought into this Court at the  
Term thereof of the first Tuesday of May 1764 and referred by the Court from Term to  
Term for Consideration & particularly with design to give the Inhabitants of Green-  
field Who are Petitioners against the Acceptance thereof opportunity to be heard  
upon their Petition, being now again read and considered this Court do accept  
the same and the Ways therein described are hereby confirmed & established for  
Common Highway of the Lord the King

The foregoing Judgments & Orders of the said <sup>Court</sup> were made  
and entered up in manner aforesaid and then the  
Court was by order adjourned without Day -

A. W. Williams Cler



Inferiour Court of } At his Majesty's Inferiour Court of Common pleas begun and  
Common pleas } held at Northampton within and for the County of Hampshire  
Feb'y 1766 proper } on the Second Tuesday of February, being the 11<sup>th</sup> Day of the said  
Term — } month, Anno Domini 1766 —

Present —  
Israel Williams Esq/  
Tim Dwight Jun<sup>r</sup> Esq/  
Thomas Williams Esq/

Ueazar Porter Esq for  
Certain Causes —

There was no Jury summoned at  
this Term, there being no proper Writ for  
this Purpose on stamped Paper —

A General Surceasing of civil processes  
has <sup>been</sup> occasioned throughout the Province by  
the late act of Parliament extending to  
America which requires stamped Paper  
for such Processes —

Jones's } Benjamin Day Gentleman and Margaret Jones Widow & Gentlewoman  
Exors } both of Springfield in the County of Hampshire Executors of the last Will and  
Adms } Testament of Cornelius Jones late of said Springfield Gent. Deid. Plt. vs Edward Clark  
Clark } of New Rutland District in the County of Worcester Gentleman deft. in a plea of the  
case wherein the Plaintiffs demand against the said Edward Seven pounds 5s 6 lawful  
money which the said Edward owed the s<sup>d</sup> Cornelius by book account to balance of same  
and promised him while living to pay him of same on demand but never paid it to  
him or to the Plaintiffs & the Plaintiffs by Moses Blip Gent. their Attorney appear.  
The s<sup>d</sup> Edward being three times publicly called makes default of appearance here.

Therefore it is considered by the Court that the said Benj<sup>d</sup> & Margaret  
do in the Capacity afores<sup>d</sup> recover against the s<sup>d</sup> Edward Seven pounds five shillings  
and six pence of lawful money Damages and Costs of suit taxed at one  
pound 16/4 & thereof they may have their execution &c. Is. 25<sup>th</sup> April 1766

Bates } John Bates Jun<sup>r</sup> of Granville in the County of Hampshire Blacksmith  
vs } Plt. vs Jacob Cook Jun<sup>r</sup> of the s<sup>d</sup> Granville yeoman Deft. in a plea of Tres-  
pass } pass for that the said Jacob at said Granville on the thirtieth Day of October  
last with force and Arms did break and enter the s<sup>d</sup> John's Shop in s<sup>d</sup> Granville  
called his Blacksmith's Shop there & being so entered the said Jacob then & there  
with force and arms as afores<sup>d</sup> did take and carry away one pair of Black-  
smiths Bellows of the Value of five pounds one Vice of the Value of fifty  
shillings one beak Iron of the Value of forty shillings four sledges of the  
Value of fifty shillings three hammers of the Value of twenty shillings all  
the afores<sup>d</sup> Tools and Goods the Property of the said John then and there being  
in the same Shop any many other outrages then and there did contrary  
to Law and the King's Peace & to the Damage of the s<sup>d</sup> John £20.

The s<sup>d</sup> John Bates by John Phelps Gent. his Att. comes here & humbly  
moves that the Case may be continued until the Third Tuesday of May next  
ensuing And the said Parties have a day before the Lord the Thing  
until the s<sup>d</sup> Day accordingly —



Luke Mountague of South Hadley in the County of Hampshire Gent<sup>r</sup> vs John Rugg of y<sup>e</sup> same place y<sup>e</sup> Common Deft<sup>n</sup> in a plea of the ass<sup>n</sup> wherein  
he D<sup>t</sup> demands against the said John fourteen pounds 5<sup>s</sup> which the said John by his note on the 20<sup>th</sup> of August 1766 promised the p<sup>t</sup> within two months  
with the lawful Interest & The D<sup>t</sup> by Simon Strong Gent<sup>r</sup> his Attorney  
appears - The said John being three times publicly called to come into Court  
makes Default of Appearance here - Therefore it is Considered by the  
Court that the said Luke do recover against the said John seventeen  
pounds seventeen shillings & seven pence one farthing of lawful money  
Darn<sup>t</sup> & Costs of Suit taxed at one pound 7<sup>s</sup> 5<sup>d</sup> & thereof he may have execution  
given in 20<sup>th</sup> Nov 1766

The foregoing Judgment and order being made and  
entered up as afores<sup>d</sup> the s<sup>d</sup> Court was then by order  
adjourned without Day.

A. H. W. Williams Clerk.

Hampshire s<sup>d</sup> Anno Regni Georgii Tertii Regis magnae Britanniae  
Franciae et Hiberniae Sexto

At his Majesty's Court of General Sessions of the Peace holden  
at Northampton within and for the County of Hampshire on y<sup>e</sup>  
Second Tuesday of February, being the Eleventh Day of the said  
month Anno Domini 1766

Court of  
Sessions  
Feb 7 1766  
Northampton

Present of y<sup>e</sup> Justices  
of the said Court

attended.

Israel Williams Esq 4 Days  
Timothy Dwight Esq 4 Days  
Joseph Hawley Esq 4 Days  
Tim Dwight Esq 4 Days  
Samuel Mather Esq 4 Days  
Thomas Williams Esq 4 Days  
Hezekiah Porter Esq 2 Days

Debit Jurors -

Joseph Allen foreman  
Richard White  
Adon Apley  
Samuel James Jur<sup>r</sup>  
Benja<sup>r</sup> Shelden Jur<sup>r</sup>  
William Field  
Ebeneser Morton  
John Mountague  
Joseph Dewey  
Aaron Bush  
Thomas French  
Auben Wright  
Aaron Yuffs  
Joseph Smith

By Trial of Prisoners  
Newey & Ruff were off  
French & Smith on  
afterwards & P. French &  
Smith were discharged.

Grand Jurors -

Nath<sup>l</sup> Brewer foreman  
Richard Woolworth  
Nathaniel Clark  
John Wright  
Jonathan Worner  
Noah Coleman  
William Sacket absent  
Jonathan Arons  
John Clary  
Ebeneser Field  
Jonathan James  
Daniel Gray  
Israel Gibbs  
Benj<sup>r</sup> Coolley  
John Smith  
Jeremiah Meacham Jur<sup>r</sup>  
Justin Rose  
John Smith 2<sup>d</sup>  
Joseph Eastman  
Anthony Needham

The Grand Jury attended 3 Days  
M<sup>r</sup> Hezekiah Porter attendant

Wherefore to wit at the Term of this Court of the Third Tuesday of May last past by  
the Oath of twelve Jurors it was presented that y<sup>e</sup> Common High Way of the Lord the  
King in Bernardston was out of Repair & la. on lewd of y<sup>e</sup> Court at the last August Term  
And Now at this Time Thomas Williams Esq agent for the Inhabitants of y<sup>e</sup> Town  
of Bernardston comes into Court further to defende And now at this Time comes  
here also Moses Bliss Gent<sup>r</sup> who for our Sovereign Lord the King in this behalf  
prosecutes And the same Moses says he will no further prosecute them & draw  
Inhabitants upon the presentment afores<sup>d</sup> - It is therefore Considered that they be  
dismissed - It is also Considered that the Costs of this Prosecution taxed at four  
pounds nine shillings & two pence of lawful money be paid and satisfied out of  
the County Treasury of this County & that an order be made accordingly  
And drawn accordingly



168 }  
J. Hen }  
Loomis }  
Hertofore to wit at the Court of General Sessions of the Peace holden at  
Springfield in and for the said County on the Last Tuesday of August last by y<sup>e</sup>  
Oath of Twelve Jurors it is presented that Joshua Loomis of Westfield in the  
County of Hampshire yeoman at said Westfield on the fourteenth day of Feb<sup>y</sup>  
in the fourth year of the Reign of the said Lord the King did voluntarily and  
with force and arms hunt and kill one wild deer and then and there had in  
his possession the Law Skin and flesh of all Wild Deer killed after the Twenty  
first day of December then next preceeding contrary to one Law of this Pro-  
vince in that Case made and provided the Peace of the said Lord the King  
his Crown and Dignity Whereupon it was by the s<sup>d</sup> Court then Commanded  
to the Sheriff &c. And now comes here the said Joshua Loomis (agreeable to  
his Recognizance taken at the last Term) in his proper person and having had  
the hearing of the Presentment aforesaid he pleads that he is not guilty  
thereof and of this puts himself upon the Country for a Trial. And Moses  
Bliss Gent. Who for our said Lord the King in this behalf prosecutes likewise  
doth the same. And the Jurors at this time, according to the form & Effect of  
the Statutes of this Province in this Case provided, returned and impannelled  
being called likewise now come, who to say the Truth concerning the premises  
being sworn, declare upon their Oath that the said Joshua Loomis of the  
Trespass Contempt and killing &c. in the presentment aforesaid above specified as  
against him is above supposed is not guilty. Therefore it is considered  
that the s<sup>d</sup> Joshua may go without Day. The Costs of Prosecution (w<sup>ch</sup>  
the Court did not allow at this Term) in this Case amount to ten pounds ten  
Shillings and 2<sup>d</sup>. all at an after Term - order draw<sup>n</sup> for it 6<sup>th</sup> June 1766.

Idem }  
Reuben }  
Leonard }  
Jury }  
Hertofore to wit at the Term of this Court of the last Tuesday of August last  
by the Oath of Twelve Jurors it is presented that Reuben Leonard Jun<sup>r</sup>. of  
Springfield in the County of Hampshire yeoman at said Springfield on y<sup>e</sup>  
26<sup>th</sup> day of May last past the same being Sabbath or Lord's Day did unre-  
cessarily exercise himself in Labour and Business of his ordinary Calling  
& did then and there recreate & sport himself by then and there for the space  
of three hours exercising himself in catching of fish in Agawam River in  
said Springfield contrary to one Law of this Province in that Case made  
and provided the Peace of the s<sup>d</sup> Lord the King his Crown and Dignity  
Whereupon it was Commanded to the Sheriff that he should cause him to  
come to answer &c. And now the said Reuben according to his Recognizance  
taken at the last Term comes here in his proper person and having had the  
hearing of the Presentment aforesaid he pleads that he is not guilty  
thereof and of this he puts himself on the Country. And Moses Bliss Gent.  
Who for our Lord the King in this behalf prosecutes likewise doth y<sup>e</sup> same.  
And the Jurors, agreeable to the form and effect of the Statutes in this  
behalf provided, now returned and impannelled, being called likewise now come  
who to say the Truth of and concerning the premises being sworn, declare  
upon their Oath that the said Reuben of the Trespass Contempt & unnecessary  
labour in the presentment aforesaid above specified in manner and form as  
against him is above supposed is not guilty. Therefore it is considered that  
the s<sup>d</sup> Reuben may go without Day. It is also considered that y<sup>e</sup> Costs of  
this Prosecution taxed at four pounds 10/9. be paid out of y<sup>e</sup> County Treasury  
& that an order pass accordingly. This bill is drawn for



Hencefore to wit at the Term of this Court of the last Tuesday of August last by the Oath of Twelve Jurors it is reported that Oliver Leonard of Springfield <sup>or</sup> Leonard from an atraid Springfield on the 26<sup>th</sup> of May last the same being Sabbath or Lord's Day did willingly and unnecessarily exercise himself in business work and Labour of his ordinary calling and did there and there exercise himself for the space of three hours in catching of fish in Agawam River in Springfield aforesaid contrary to one Law of this Province in that Case provided the Peace of the said Lord the King his Crown and Dignity. Whereupon it was commanded to the Sheriff to and now according to his recognizance taken at the last Term comes here the said Oliver in his proper person. And Moses Blip Gent. Who for our Lord the King in this behalf prosecutes comes likewise and now says that he will no farther prosecute the said Oliver on the presentment aforesaid. Therefore it is considered that <sup>the</sup> said Oliver may go without Day. It is also considered that the Costs of this prosecution taxed at one pound 6/4 shall be paid and satisfied out of the County Treasury & that an order pass accordingly. <sup>this bill draw for</sup>

Hencefore to wit at the Court of General Session of the Peace holden for & within the County of Hampshire on the last Tuesday of August last by the Oath of Twelve Jurors The Inhabitants of the Town of Brimfield in <sup>the</sup> County are presented <sup>for</sup> that the said Town of Brimfield consists of more than one hundred families or Householders and hath for the space of two whole years consisted of more than one hundred families or Householders and that the Inhabitants of <sup>the</sup> said Town for two whole years last past have been destitute and unprovided of a Grammar School and during the whole of said Term the said Inhabitants have wholly & wilfully neglected to set up or maintain such School in said Town or to provide or procure any discreet Person of good Conversation well instructed in the Tongue to keep any such School in said Town which Neglect of said Town to set <sup>up</sup> and maintain such School is in great Discouragement of Learning and is contrary to a Law of this Province in that Case made and provided the Peace of the <sup>the</sup> Lord of King his Crown & Dignity. Whereupon it was commanded to the Sheriff that he should cause them to come to answer & And at the Term of this Court of Tuesday of November last the <sup>the</sup> said Town appeared by their Agents and by the consideration of the Court the <sup>the</sup> presentment & Cause was <sup>then</sup> continued to this time And now comes here the <sup>the</sup> said Town of Brimfield by Joseph Hoar and Adoniah Russell their Agents & having had the hearing of the presentment aforesaid the <sup>the</sup> said Inhabitants of Brimfield plead that they are not guilty and thereof they put themselves upon the Country And Moses Blip Gent. Who for our Lord the King in this behalf prosecutes likewise doth the same. And the Jurors, according to the form and effect of the Statutes in this behalf provided, now returned and impanelled, being demanded likewise now comes, who to say the Truth concerning the premises being duly sworn declare upon their Oath that the Inhabitants of the Town of Brimfield aforesaid of the trespass Contempt and Neglect in the presentment aforesaid above specified in manner and form as against them is above supposed & alledged are guilty. It is therefore considered by the Court that the <sup>the</sup> said Town of Brimfield shall by occasion of their neglect aforesaid pay a fine of forty pounds lawful money to be assessed and levied upon the Inhabitants of the said Town in the same proportion and by the same Rules as other public Charges are or shall be raised in <sup>the</sup> said Town this year and paid to the County Treasurer of the County And it is ordered that <sup>the</sup> said forty pounds shall



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D. Hen } shall be to the use and behoof of the Town of Shutebury Bernardston Ashfield  
Brimfield } and District of Ware in the said County for the support of Schools in them, in  
equal Proportion and that a Warrant be issued to the Assessors of the S<sup>d</sup> Brimfield  
agreeable to the foregoing order It is also further considered that if said Inhabitants  
of Brimfield do pay the Costs of this Prosecution allowed to be three pounds  
Ten Shillings and two pence & Tax is awarded for the same

The said Inhabitants by Joseph Hoar above named their agent  
appeal from the judgment of this Court to the Superior Court of Judicature  
Court of Apsize and General Goal Delivery to be holden at Springfield within &  
for the County of Hampshire on the fourth Tuesday of September next and he  
recognizes as principal in the sum of sixty pounds with sufficient sureties  
for the S<sup>d</sup> Inhabitants prosecuting their appeal thereof with effect as by the S<sup>d</sup>  
Recognizance on file may be seen

Item } Heretofore to Wit at the Term of this Court of the second Tuesday of November last  
Rogers } By the Oath of twelve Jurors it is presented that William Rogers of Greenwich  
in the County of Hampshire yeoman at said Greenwich on the twentieth day  
of June last past with force and Arms did make an Assault in and upon  
the body of <sup>one</sup> Oliver Russell of s<sup>d</sup> Greenwich then and there being in the King's peace  
and him the said Oliver he the s<sup>d</sup> William then and there beat bruised pulled by  
the hair and threw down upon the floor with great Violence and with his foot  
stamped upon the breast and face of the said Oliver and him grievously wounded  
and other Injuries to him then and there did contrary to Law to the great  
Damage of the said Oliver and against the peace of our Lord the King his Crown  
and Dignity Whereupon it was Commanded to And now comes into this Court  
the said William in his proper person and having had the hearing of if said  
Presentment he pleads that he is not guilty thereof and of this he puts himself  
upon the Country And Moses Bliss Gent. Who for our Lord the King in this behalf  
prosecutes in like manner & And the Jurors of the Jury, according to if from and  
effect of the Statutes in this behalf provided, at this time returned Simpanelled  
being demanded likewise now come Who to declare the Truth concerning if premises  
being duly sworn, say upon their oath that the said William Rogers of the Trepass  
Assault and beating above specified in manner and form as in if Indictment  
aforesaid against him is above supposed is not guilty Therefore it is considered  
that if William Rogers may go without Day It is also considered that if  
Costs of this Prosecution taxed at three pounds s<sup>d</sup> shall be paid and satisfied  
out of if County Treasury & that an order pass accordingly The bill is drawn for

Item } By the oath of Twelve Jurors it is now presented that Joseph Higgins of  
Higgins } Hardwick in the County of Worcester yeoman and Thomas Stearns of Worcester  
in the s<sup>d</sup> County of Physician at Greenwich in the County of Hampshire on if  
15<sup>th</sup> Day of September last with force and Arms did make an Assault  
on the body of William Rogers of said Greenwich and him the said William  
they the said Joseph and Thomas did beat bruise wound and utter many  
Threatnings of bodily hurt against the said William and also that they the  
said Joseph and Thomas did then and there with force and Violence Two of  
the Glass Windows of his the said William's dwelling house break to pieces &  
other Injuries to him the s<sup>d</sup> William they the said Joseph and Thomas  
then



then and there did contrary to Law and against the Peace of our said Lord the King his Crown and Dignity Whereupon it is comorandeed to the Sheriff that he <sup>Dr. Ren</sup> <sup>in</sup> <sup>Higgins</sup> <sup>Stearns</sup> cause the <sup>r</sup> Thomas to come to answer to the said Joseph Higgins now comes <sup>in</sup> <sup>Higgins</sup> <sup>Stearns</sup> in his proper person and having had the hearing of the Indictment aforesaid pleads that he will not contend with the Lord the King touching the Premises but thereof puts himself upon the mercy of the said Lord the King - Therefore it is considered by the Court that the said Joseph be taken to satisfy our Lord the King of his fine by occasion of the Trepass contempt aforesaid & aforesaid in the presentment aforesaid specified which fine by the Justices of the Lord the King now here is assessed at fifteen Shillings to be to & use and behoof of the County of Hampshire & That the <sup>r</sup> Joseph find Sureties in the Sum of ten pounds for the good behaviour towards the Lord the King & all his Lieges particularly said William Rogers until the next Term of the Court and that he pay Costs of Prosecution taxed at Two pounds one Shilling & 3<sup>d</sup> standing committed to fine was said of Clerk in Court - The said Joseph Higgins now here in his proper person & Elijah Alvord of South Hadley yeoman & Joel Ely of Springfield yeoman both in & County of Hampshire also come here in their proper persons & they & said Joseph Elijah and Joel acknowledge themselves to be severally indebted to our Lord the King in the Sum following viz <sup>r</sup> Joseph principal in & Sum of ten pounds the <sup>r</sup> Elijah and Joel Sureties in the Sum of five pounds each to be levied of their Goods and Chattels Lands or Tenements and in want thereof upon their bodies to the use of the said Lord the King his heirs or Successors in case of default be made in the performance of the Condition following - The Condition of this Recognizance is such that if the said Joseph Higgins shall keep the peace and be of the good behaviour towards his Majesty and all his Lieges particularly towards William Rogers above named until the Third Tuesday of May next then the said Recognizance is to be void otherwise to remain in full force -

Moses Bliss of Springfield in the County of Hampshire Gentleman atty <sup>Dr. Ren</sup> <sup>in</sup> <sup>Billings</sup> for our said Lord the King comes and here instantly in this behalf gives this Court to understand and be informed that Thomas Billings of Deerfield in <sup>r</sup> County yeoman did at said Deerfield on the 25<sup>th</sup> day of December last past with force and arms wittingly and willingly hunt and kill two grown wild deer and that said Thomas then and there wittingly and willingly had in his possession the raw Skin and raw flesh of two wild deer killed since and after the twenty first day of December last past contrary to a Law of this Province in such cases made and provided and against the Peace of our said Lord the King his Crown and Dignity - And now comes here the said Thomas Billings in his proper person being holden by Recognizance for this purpose and having had the hearing of the Information aforesaid he pleads that thereof he is not guilty and of this he puts himself upon the Country And the <sup>r</sup> Moses Bliss who for the Lord the King in this behalf prosecuted in like manner & And the Jurors of the Jury according to the form and effect of the Statutes in this behalf provided, at this time returned and impanelled, being demanded likewise come, Who to say the Truth concerning the Premises being duly sworn, declare upon their oath that the <sup>r</sup> Thomas Billings of the Trepass killing &c in the Information aforesaid above specified in manner and form as against him is above supposed is guilty in part viz of having the flesh of one Deer in his possession killed in manner aforesaid -



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S. A. in  
Billings

aforsaid and that as to any more of the said Treppas killing & above specified in manner and form as against him is above supposed the s<sup>d</sup> Thomas is not guilty - Therefore it is considered by the Court that the s<sup>d</sup> Thomas be taken to satisfy the Lord the Thing of his fine by occasion of y<sup>e</sup> Treppas afors<sup>d</sup> which fine by the Justices now here is assessed at six pounds to be the one half to the use and behoof of the Lord the King & paid into the County Treasury for this purpose, and the other half to the use and behoof of Paul Hawks of Deerfield afors<sup>d</sup> (original Informer in this case) & It is also considered that y<sup>e</sup> said Thomas do pay Costs of this Prosecution taxed at four pounds 12/7<sup>d</sup> standing committed to fine p<sup>d</sup> & cler-

S. A. in  
Elijah Alvord

Heretofore to wit at the Term of this Court of the Second Tuesday of November last past by the Oath of twelve Jurors it is presented that Elijah Alvord of South Hadley in the County of Hampshire yeoman Nathaniel Bartlet of s<sup>d</sup> South Hadley yeoman Thomas White of said South Hadley yeoman and Joel Church of s<sup>d</sup> South Hadley yeoman and Alexander Murray late of Rutland in the County of Worcester yeoman did at Northampton in y<sup>e</sup> County of Hampshire on the twenty fifth day of Oct<sup>r</sup> last past unlawfully riotously and routously meet and assemble themselves together with many other persons to the Jurors unknown to disturb the peace of the Lord the King and being so unlawfully met & assembled together they the s<sup>d</sup> Elijah Nathaniel Thomas Joel and Alexander did with force and Arms make an Assault on the body of Elijah Lyman of s<sup>d</sup> Northampton then and there being in the peace of the said Lord the King and him the said Elijah Lyman falsely and unlawfully imprisoned and restrained of his Liberty for the space of six hours and him the said Elijah Lyman beat bruised and wounded and other Inconveniences to him did contrary to Law to the great Terror of the People his Majesty's loyal Subjects and to the great Damage of y<sup>e</sup> said Elijah Lyman and against the Peace of the said Lord the King his Crown and Dignity Whereupon it was commanded to the Sheriffs &c. And then came personally before the Court the s<sup>d</sup> Elijah Alvord and having then had the hearing of y<sup>e</sup> Indictment afors<sup>d</sup> he pleaded Not guilty & And now at this time comes here the said Elijah Alvord in his proper person - And Moses Bliss of Springfield Gent. like for our said Lord the King in this behalf prosecutor also comes here - And the said Elijah Alvord now comes and humbly craves the Leave of this Hon<sup>ble</sup> Court to retract his plea of not guilty and it being granted him immediately thereupon the s<sup>d</sup> Elijah says he will not contend with the Lord the King touching the Premises but thereof he puts himself upon the mercy of y<sup>e</sup> Lord the King - Therefore it is considered by the Court that the s<sup>d</sup> Elijah Alvord be taken to satisfy the Lord the Thing <sup>of his fine</sup> by occasion of the Treppas riot and assault above specified which fine by the Justices of the Lord the King now here is assessed at three pounds to be to y<sup>e</sup> use and behoof of y<sup>e</sup> Lord the King and for this purpose to be paid into the County Treasury & that the same Elijah do find Security in the sum of ten pounds to be of the good behaviour towards the King & all his loyal Subjects particularly the said Elijah Lyman until the next Term of the Court & that he pay Costs taxed at three pounds four Shillings standing committed to fine & Cost paid & clerk -

Thomas White

And now at this time comes here the said Thomas White in his proper person and he having had the hearing of the Indictment aforsaid pleads that he will not contend with the Lord the King thereupon but puts himself upon







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D. Rea  
Joc. Ely

and to the great Terror of the People his Majesty's liege Subjects and to  
Great Damage of the said Elijah Lyman and Eleazar Burt and again...  
the peace of the said Lord the King his Crown and Dignity. Whereupon it  
was commanded to the Sheriff that he should cause them to come to answer to

And Moses Bliss of Springfield Gent. Who for our Lord the King in this  
behalf prosecutor now comes here in his proper person - And the said Joc. Ely  
now at this time comes here in his proper person being holden by recogn<sup>ce</sup> as on file,  
and having had the hearing of the Indictment afores<sup>d</sup>. he says, will not contend  
with the said Lord the King &c & thereof he puts himself upon the mercy of y<sup>e</sup>  
said Lord the King - Therefore it is considered that the said Joc. be taken to satisfy  
our sovereign Lord the King of his fine by occasion of the Trespass, Riot & Assault  
& in the same Indictment above specified which fine by the Court now here  
is assessed at three pounds to be to the use & behoof of y<sup>e</sup> King & to be paid into  
the County Treasury for this purpose that he find surties to the Lord the King in  
the sum of ten pounds for the good behaviour towards his Majesty and all his  
liege Subjects particularly the said Eleazar Burt and Elijah Lyman until the next  
Term of the Court and pay Costs of Prosecution taxed at one pound five Shillings  
standing committed to (committed or taken into custody by y<sup>e</sup> Sheriff -)

Eleazar  
Burt

And the said Eleazar Burt now comes here in his proper person (being held  
as afores<sup>d</sup>.) and having had the hearing of the Indictment afores<sup>d</sup>. he says, he will not  
contend with the Lord the King &c and thereof puts himself upon the mercy of the  
said Lord the King - It is therefore considered by the Court that the said Eleazar Burt  
be taken to satisfy the said Lord the King of his fine by occasion of the Trespass, Riot  
& Assault & aforesaid which fine by the Court now here is assessed at three pounds  
of lawful money to be to y<sup>e</sup> use of the said Lord the King and for this purpose paid into  
County Treasury also that he find surties for the good behaviour towards his  
Majesty and all his liege Subjects particularly the said Eleazar Burt & Elijah Lyman  
until the next Term of this Court and that he pay the costs of this prosecution taxed  
at one pound one shilling & six pence standing committed to (fine & cost paid y<sup>e</sup> Clerk)

William  
Burt

And now at this time comes here the said William Burt in his proper  
person and having had the hearing of the Indictment aforesaid he pleads that he  
will not contend with the Lord the King &c & thereof he puts himself upon the mercy  
of the said Lord the King - Therefore it is considered that the said William be taken  
to satisfy our said Lord the King of his fine by occasion of the Trespass, Riot & Assault &c  
in the said presentment above specified which fine by the Court now here is assessed at  
three pounds to be to y<sup>e</sup> use of the said Lord the King and for this purpose paid into the  
County Treasury and that he find surties to the Lord the King in the sum of ten  
pounds for the good behaviour towards his Majesty and all his liege Subjects until  
the next Term of this Court and that he pay the costs of this prosecution taxed  
at one pound five Shillings standing committed to (taken by y<sup>e</sup> Sheriff &c.)

Stephen  
Ward

And the said Stephen Ward now comes here in his proper person (being held  
as afores<sup>d</sup>.) and having had the hearing of the Indictment aforesaid he says  
he will not contend with the Lord the King &c and thereof puts himself upon the  
mercy of the said Lord the King - Therefore it is considered by the Court that  
the said Stephen be taken to satisfy our said Lord the King of his fine by  
occasion of the Trespass, Contempt, Riot and Assault aforesaid in the said Indictment  
above specified which fine by the Court now here is assessed at three pounds  
to be to the use & behoof of y<sup>e</sup> Lord the King & for this purpose paid into y<sup>e</sup> County  
Treasury



Treasury and that he find Sureties to the King in the sum of ten pounds for his good behaviour towards his Majesty and all his liege subjects particularly the said Thomas Leazar Burt and Elijah Lyman until the next Term of this Court and may Costs of Prosecution taxed at one pound of standing Committee to be taken into Custody

And now also comes here in his proper person the before named James Doan (being held as Advers.) and having had the hearing of the Indictment Doan foresaid he pleads that he will not contend with the King to answer himself upon the mercy of the Lord the King. Therefore it is Considered by the Court that the said James be taken to satisfy our said Lord the King of his fine by occasion of the Treasures List against the aforesaid in the presentment above specified which fine by the Court now here is assessed at three pounds of lawful money to be to the use of the Lord the King & for this purpose paid into the County Treasury and that he find Sureties to the King in the sum of ten pounds to be of the good behaviour towards his Majesty and all his liege subjects particularly the said Thomas Leazar Burt and Elijah Lyman until the next Term of the Court & may Costs of Prosecution taxed at one pound five shillings standing Committee to be taken into Custody of the Sheriff) —

Leazar Day & Son & all of Springfield in County of Hampshire yeomen come here in their proper persons and acknowledge themselves to be severally indebted to our Sovereign Lord the King in the sum following viz the said Leazar Day principal in the sum of ten pounds the said Day & Son Sureties in the sum of five pounds each to be levied of their Goods or Chattels Lands or Tenements and in want thereof upon their bodies & the use of the said Lord the King his heirs or Successors in Case default be made in the performance of the Condition here under written, The Condition of his Recognizance is such that if the above bounden Leazar Day shall be of good behaviour towards his Majesty and all his liege subjects particularly Thomas Leazar Burt and Elijah Lyman above named until the next Term of this Court viz the Third Tuesday of May next then the foregoing Recognizance to be void otherwise to remain in full force —

Therefore brought at the Term of this Court of the Second Tuesday of November last past by the Oath of twelve Jurors it is presented that Stephen Ward of Springfield in the County of Hampshire Labourer at Northampton in the County of Northampton on the Twenty fifth day of Oct<sup>r</sup> last past did wittingly and wickedly utter and swear Oath by then and there speaking these profane Words following that he would say "by God it shall go" speaking of rolling a Log or Stick of Timber contrary to the Tenor of the Statute in such Cases made and provided and against the peace of the Lord the King his Crown and Dignity. Whereupon it was Committed to the Sheriff & And Moses Blip Court who for our Lord the King in this behalf prosecute now comes here. And the said Stephen Ward now comes here in his proper person and having had the hearing of the presentment aforesaid he pleads that thereof he is Guilty. Therefore it is Considered by the Court that the said Stephen be taken to satisfy the Lord the King of his fine by occasion of the Treasures & profane oath in the presentment aforesaid above specified which fine by the Justices now here is assessed at four shillings to be to the use and behoof of the poor of the Town of Northampton aforesaid and that he pay the Costs of this prosecution taxed at seven shillings of lawful money standing Committee to be taken into Custody of the Sheriff) —

fine & Cost paid of Clerk - fine paid & kept of J<sup>r</sup> Court



3. Alex  
vi  
Dane  
Hark  
Jury  
v. Al.  
Therefore to wit at the Term of this Court of the Second Tuesday of November last  
past by the Oath of twelve Jurors it is presented that Daniel Nash Junr of South Hadley  
in the County of Hampshire yeoman Benjamin Church of South Hadley aforesaid  
yeoman Lucas Morgan of Springfield in said County yeoman Aaron Ely of S.  
Springfield yeoman Nathan Davis late of Ware in said County yeoman now  
residing in said Springfield Joseph Higgins of Hardwick in the County of Worcester  
yeoman at Northampton in the County of Hampshire on the twenty fifth day  
of Oct<sup>r</sup> last past riotously routously and unlawfully did meet and assemble  
themselves together with many other persons to the Jurors unknown to disturb  
the peace of our said Lord the King and being so unlawfully met and assembled  
they the said Daniel Benjamin Lucas Aaron Nathan and Joseph did then  
and there with force and Arms make an Assault on the body of Elijah Symon  
then and there being in the King's peace and him the said Elijah they then  
and there beat bruised wounded <sup>unlawfully</sup> falsely imprisoned and restrained of his  
Liberty for the space of six hours and other enormities to him then and there  
did contrary to Law to the Great Terror of the People his majesty's liege  
Subjects to the Great Damage of the Elijah Symon and against the peace  
of the s<sup>d</sup> Lord the King his Crown and Signity Whereupon it was Comanded  
to the Sheriffs - And now at this time comes here Moses Blip of the said  
Springfield Gent. Who for our s<sup>d</sup> Lord the King in this behalf prosecutes &  
Joseph Higgins } declares that he will no further prosecute the s<sup>d</sup> Joseph Higgins upon the said  
Indictment - It is therefore considered that the s<sup>d</sup> Joseph may go without Day -

Dane  
Nash  
Junr } And now comes here the said Daniel Nash Junr in his proper person  
(being held by Recognizance) and having had the hearing of the Indictment  
aforesaid he says that he will not contend with the Lord the King & Therefore it is  
Considered that the s<sup>d</sup> Daniel be taken to satisfy our said Lord the King of his  
fine by occasion of the Trepass contempt Riot and Assault & afores - which  
fine by the Justices of the s<sup>d</sup> Lord the King Nowhere is assessed at three pounds  
to be to the use and behoof of the Lord the King & for this purpose paid into the  
County Treasury that he find Sureties to the King in the Sum of ten pounds  
for the good behaviour towards his Majesty and all his lieges particularly the  
aforesaid Elijah Symon until the next Term of this Court and pay Costs  
of Prosecution taxed at one pound 2/6 standing Committed to fine & Cost p. of the

Lucas  
Morgan } And the said Lucas Morgan now comes here in his proper person  
(being held as afores<sup>d</sup>) and having had the hearing of the s<sup>d</sup> Indictment  
he says he will not contend with the said Lord the King & And puts himself  
upon the mercy of the said Lord the King - Therefore it is considered by the  
Court that the said Lucas be taken to satisfy the Lord the King of his fine by  
Occasion of the s<sup>d</sup> Trepass Riot & Assault which fine is by the the Court now  
here assessed at three pounds to be to the use of the Lord the King and for this  
purpose paid into the County Treasury & that he find Sureties to the King in  
the Sum of ten pounds to be of the good behaviour towards his Majesty and  
all his lieges particularly the said Elijah Symon until the next Term of  
Court and pay Costs of Prosecution taxed at one pound 5/ standing Com-  
mitted to fine (committed to the Sheriff afterwards paid) -

Dane  
Nash  
Junr } And the before named Aaron Ely and Benjamin Church now come here  
in their proper persons & having had the hearing of s<sup>d</sup> Indictment the severally  
plead that they are thereof not Guilty & The above named Moses Blip Who for  
the Lord the King prosecutes says he will no further prosecute s<sup>d</sup> Aaron & Benj - &c -



Therefore it is considered that they <sup>of</sup> Benj<sup>and</sup> Aaron May go without Day  
Daniel Nash Jun<sup>r</sup> above named & Aaron May & Eleazar Day both of Springfield in the County of Hampshire yeomen come here in their proper persons and acknowledge themselves to be severally indebted unto the Lord the King in the respective sums following to wit the said Daniel principal in the sum of ten pounds the said Aaron and Eleazar Sureties in the sum of five pounds each to be levied of their goods or Chattels Lands or Tenements & in Want thereof upon their bodies to keep of the said Lord the King his heirs or Successors in case default be made in the performance of the condition following - The condition of the foregoing recognizance is such that if the said Daniel Nash Jun<sup>r</sup> shall be of good behaviour toward his Majesty and all his lieges particularly Elijah Lyman of Northampton above named until the next Term of this Court viz until the third Tuesday of May next ensuing then if <sup>the</sup> recognizance is to be void else to remain in full force

And so to Wit at the Term of this Court of the Second Tuesday of November last <sup>at</sup> by the oath of twelve Jurors it is presented that Timothy Beadles Esq of Salem in the Province of New Hampshire Jonathan Pinney late of Windsor in the County of Hartford in the Colony of Connecticut yeoman Seth Denkins Freeman late of Hadley in the County of Hampshire yeoman and Nathaniel Church ~~of~~ of said Hadley yeoman at Northampton in said County of Hampshire on the Twenty fifth day of October last past did riotously routously and unlawfully meet and assemble themselves together with many other persons to the Jurors unknown to disturb & peace of the Lord the King and being so met and assembled they the said Timothy Jon<sup>th</sup> and Nathaniel did then and there with force and arms make an Assault on the body of Elijah Lyman then and there being in the King's Peace and him the <sup>said</sup> Elijah they then and there beat bruised wounded cruelly and unlawfully imprisoned and restrained of his Liberty for the space of six hours and other enormities to him & said Elijah Lyman they then and there did contrary to Law to the great Terror of the People his Majesty's liege Subjects to the great Damage of the said Elijah Lyman and against the Peace of the said Lord the King his Crown and Dignity Whereupon it was commanded to the Sheriffs And now come into this Court as well Moses Bliss Gent. Who for our said Lord the King in this behalf prosecutes as the said Jonathan Pinney and Nathaniel Church in their proper persons, and the said Jonathan & Nathaniel having had the hearing of the Indictment aforesaid they severally say that they will not contend with the said Lord the King & thereof they severally put themselves upon the mercy of <sup>the</sup> said Lord the King -

Therefore it is considered by the Court that the said Jon<sup>th</sup> and Nathaniel be severally taken to satisfy the Lord the King of their several fine by occasion of the Trepass Contempt Riot and Assault afores<sup>d</sup> in the same Indictment above specified Which fine of <sup>the</sup> same Jonathan by the Court of <sup>the</sup> Lord the King now here is assessed at three pounds to be to use of the said Lord the King & for this purpose paid into the County Treasury It is also considered that the said Jon<sup>th</sup> find Sureties to <sup>the</sup> Lord the King in the sum of ten pounds for the good behaviour toward his Majesty and all his liege Subjects particularly the <sup>said</sup> Elijah Lyman until the next Term of this Court and that he pay the Costs of this prosecution taxed at one pound six shillings lawful money standing committed &c. (committed to Sheriff) Which



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D. R. R.  
Nathaniel Church  
Which fine of the said Nathaniel Church is also by the Court of the Lord the King now here assessed at three pounds to be to the use and behoof of the said Lord the King and for this purpose paid into the County Treasury. It is also considered that the said Nathaniel do find sureties to the Lord the King in the sum of ten pounds for his being of the good behaviour towards his Majesty and all his Liege Subjects particularly the P. Elijah Lyman until the next Term of the Court and pay costs of this Prosecution taxed at one pound 2/2 of lawful money standing committed to the Sheriff of others not taken

Nathan Biglo of a place called Quabbin additional grant in the County of Hampshire a yeoman who stands by a Recognizance taken and acknowledged on the Sunday of December last before Josiah Dwight Esq one of his Majesty's Justices of the peace for said County of Hampshire bound to make his personal appearance before the Court of the Lord the King now here for the purposes therein mentioned being now three times publicly called to come into Court makes Default of appearance here

Benajah Steverson yeoman and Joseph Leonard Junr yeoman both of Springfield in the County of Hampshire come personally into this Court and acknowledge themselves to be severally indebted to our Sovereign Lord the King in the sum of ten pounds to be levied of their Goods or Chattels their Lands or Tenements & in want thereof upon their bodies to the use of said Lord the King his heirs or Successors in case default be made in the performance of the Condition following. The Condition of the above written Recognizance is such that if the P. Benajah shall personally appear at the Court of General Sessions of the Peace to be holden at Springfield within and for the County of Hampshire on the Third Tuesday of May next to answer to such things as on the part of the said Lord the King may then be objected against him the P. Benajah particularly upon the presentment for exercising himself on the Lord's Day & unlawfully and shall do and receive that which by the said Court shall then and there be enjoined him and not depart without licence then the P. Recognizance to be void otherwise to remain in full force &

Frederick Earnest of Springfield in the County of Hampshire yeoman stands bound to make his personal here to answer to the Complaint of Theria Pierce of Springfield charging him to be the father of a bastard Child with which she is said to be pregnant be continued until the next Term of this Court &

Moses Wilder yeoman and Jonas Lark yeoman both of Shutesbury and Ebenezer Mattoun of Amherst yeoman all in the County of Hampshire personally come here and acknowledge themselves to be severally indebted to our Lord the King in the respective sums following with the said Moses Wilder Principal in the sum of forty pounds the said Jonas and Ebenezer Sureties in twenty pounds each to be levied upon their Goods or Chattels Lands or Tenements and in want thereof upon their bodies to the use of the P. Lord the King his heirs or Successors in case default be made in the performance of the Condition following. The Condition of the foregoing Recognizance is such that if the said Moses Wilder shall personally appear before the Court of General Sessions of the Peace to be holden at Springfield in and for the said County of Hampshire on the Third Tuesday of May next to answer to such things as on the part of the P. Lord the King may be objected against him



him particularly to the complaint of Elizabeth Wilder charging him with  
begetting a bastard Child upon her body and shall do and receive that  
which by the said Court shall then and there be enjoined him and not  
depart without licence then the said Recognizance is to be void otherwise  
remain in full force and effect

Elijah Wisley yeoman David Wisley yeoman and David Wisley Jun<sup>r</sup> Elijah  
Wisley  
Recogniz  
men all of Greenfield in the County of Hampshire come here in their  
proper persons and acknowledge themselves to be severally indebted to our  
sovereign Lord the King in the sum following to wit the said Elijah Wisley  
principal in the sum of thirty pounds the said David Wisley & David Wisley  
J<sup>r</sup>. Sureties in fifteen pounds each to be levied upon their Goods & Chattels their  
Lands or Tenements and in want thereof upon their bodies to the use of the  
said Lord the King his heirs or successors in case default be made in the performance  
of the condition following. The Condition of this Recognizance is such that if  
the said Elijah Wisley shall personally before the Court of General Sessions of  
the Peace to be holden at Springfield within and for the County of Hampshire  
on the Third Tuesday of May next to answer to such things as on the part of  
the said Lord the King shall be objected against him and particularly to the  
information of Moses Blip Gent. Attorney for the said Lord the King & who  
in this behalf prosequiter now made & entered ag<sup>t</sup> the s<sup>d</sup>. Elijah charging him  
have killed three wild Deer contrary to y<sup>e</sup> Statute & shall do and receive that  
which by y<sup>e</sup> Court shall then and there be enjoined him therein and not  
depart without licence then the s<sup>d</sup>. Recognizance is to be void otherwise to remain in full force

Isaac Brown of Greenfield above yeoman comes here in his proper person Isaac  
Brown  
Witness  
and acknowledges himself indebted to our sovereign Lord the King in the sum  
of five pounds to be levied upon his goods or Chattels Lands or Tenements and in  
want thereof upon his body to y<sup>e</sup> use of the s<sup>d</sup>. Lord the King if default be made  
in the performance of this Condition to wit the Condition of this Recognizance  
is such that if the s<sup>d</sup>. Isaac shall personally appear before the Court of Gen<sup>l</sup>  
Sessions of the Peace to be holden at Springfield on the Third Tuesday of May  
next to testify the Truth and give evidence for the s<sup>d</sup>. Lord the King respecting y<sup>e</sup>  
matters charged ag<sup>t</sup> the s<sup>d</sup>. Elijah Wisley of Greenfield in the Information of  
the said Moses Blip above mentioned & not depart without licence then y<sup>e</sup>  
Recognizance is to be void otherwise to remain in full force

Venerer White yeoman and Ahimaz Easton Joiners both of Westfield in y<sup>e</sup> County of West.  
of Hampshire and Justus Rose of Granville in the same County yeoman now come White  
Recogniz  
before the Court in their proper persons and acknowledge themselves to be severally  
indebted to our sovereign Lord the King in the respective Sums following viz the s<sup>d</sup>. Venerer  
principal in the sum of ten pounds the said Ahimaz and Justus sureties in five  
pounds each to be levied of their goods or Chattels Lands or Tenements and in want thereof  
upon their bodies to y<sup>e</sup> use of the said Lord the King his heirs or Successors in case default  
be made in the performance of the condition following. The Condition of this Recognizance  
is such that if the s<sup>d</sup>. Venerer shall personally appear before the Court of General Sessions  
of the Peace to be holden at Springfield in and for the said County of Hampshire on the  
Third Tuesday of May next to answer to y<sup>e</sup> s<sup>d</sup>. Lord the King upon the presentment for  
making and entering y<sup>e</sup> dwelling house of Phineas Perkins & and on a King and fault  
upon the body of y<sup>e</sup> s<sup>d</sup>. Phineas & shall do and receive that which by the s<sup>d</sup>. Court shall then  
be enjoined him thereon & not depart without licence then the foregoing Recognizance  
is to be void otherwise to remain in full force



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Nath<sup>l</sup> } personally come before the Court of the Lord the King now here Nathaniel  
Ely 3<sup>d</sup> } Ely the third yeoman and Reuben Leonard yeoman and acknowledge themselves  
Reuben } severally indebted to our Sovereign Lord the King in these sums viz the P. Nath<sup>l</sup>  
for } principal in the sum of ten pounds the said Reuben Surety in the sum of ten  
Isaac } pounds to be levied upon their goods or Chattels Land or Tenements and in want  
Gilbert } thereof upon their bodies to the use of the said Lord the King his heirs or Successors in  
Case default be made in the performance of the Condition following. The Condition  
of this Recognizance is such that if Isaac Gilbert of Springfield aforesaid Labourer  
who is a minor shall personally appear before the Court of General Sessions of  
the Peace to be holden at Springfield aforesaid for the P. County of Hampshire to  
answer to such things as shall be objected against him on his Majesty's behalf  
and particularly to answer to his Majesty upon certain articles presented against  
him the said Isaac and shall do and receive that which by the said Court  
shall then and there be enjoined him and not depart without licence then  
the foregoing recognizance is to be void otherwise to remain in full force

Nath<sup>l</sup> } Nathaniel Ely the Third yeoman and Benjamin Day Gentleman both of  
Ely 3<sup>d</sup> } Springfield in the County of Hampshire come here in their proper persons  
Reuben } & acknowledge themselves to be severally indebted to our sovereign Lord the King  
Hemself } in these sums viz the said Nathaniel principal in the sum of ten pounds  
the P. Benjamin Surety in the sum of ten pounds to be levied of their goods  
or Chattels Land or Tenements and in want thereof upon their bodies to the  
use of the P. Lord the King his heirs or Successors in Case default be made in  
the performance of the following Condition to wit the Condition of this Recognizance  
is such that if the said Nathaniel shall personally appear before  
the Court of General Sessions of the Peace to be holden in and for P. County  
at Springfield aforesaid to answer to such things as shall be objected against  
him on his Majesty's behalf particularly to the presentment of the Grand  
Jury charging him with unnecessary exercise in the business work and Labour  
of his ordinary calling on the Lord's Day contrary to the Statute & shall do &  
Receive that which by the P. Court shall then and there be enjoined him and  
not depart without licence then the foregoing Recognizance to be void otherwise to  
remain in full force and effect

Coornes } Lemuel Coornes and Juba Leonard both of Springfield in the County  
Leonard } of Hampshire come here in their proper persons and acknowledge themselves to owe  
Witness } to our sovereign Lord the King severally the sum of five pounds to be levied of their  
goods & Chattels Land or Tenements and in want thereof upon their bodies to the use  
of the P. Lord the King his heirs or Successors if default be made in the performance  
of the Condition following. The Condition of this Recognizance is such that if the  
said Lemuel and Juba shall personally appear before the Court of General Sessions  
of the Peace to be holden at Springfield for and within the P. County of Hampshire  
on the Third Tuesday of May next to give evidence for and on the part of the  
said Lord the King concerning certain articles presented against Nathaniel  
Ely the Third and Isaac Gilbert of the said Springfield and shall not  
depart without the leave of the Court then the said Recognizance is to be  
void otherwise to abide and remain in full force power and Effect in  
Law



Samuel Corley of Sunderland yeoman who stands bound by Recognizance taken before Josiah Chauncy Esq. to make his personal appearance before this Court now comes into this Court in his proper person and is thereupon discharged from the said Recognizance by Proclamation by Order of this Court

Noadiak Leonard of Sunderland yeoman who stands bound by Recognizance taken before Josiah Chauncy Esq. to make his personal appearance here now comes to Court and is thereupon discharged by Proclamation by Order of Court

Jeth Warner of Sunderland yeoman who stands bound by Recognizance taken by Josiah Chauncy Esq. to make his personal appearance here being called now comes before the Court & is thereupon discharged from the said Recognizance by Proclamation by Order of Court

Gideon Ashley of Sunderland yeoman who stands bound by Recognizance taken before Josiah Chauncy Esq. to make his personal appearance before this Court being called now comes before the Court & he is thereupon discharged from the said Recognizance by Proclamation by Order of Court

Joseph Ashley Junr of Sunderland yeoman who stands bound by Recognizance taken before Josiah Chauncy Esq. to make his personal appearance in this Court now comes before the Court of the Lord the King and by Order of the Court is now discharged from the said Recognizance by Proclamation

License is granted by the Court of the Lord the King now here to Noah Smith and Windsor Smith both of Hadley to keep a ferry across Connecticut River in the usual place at the north end of the Town Street And it is ordered by the Court that the fare for man and horse and for a single person be the same through the various periods it was the last year And the s. Noah and Windsor acknowledge themselves to be severally indebted to our Lord the King in ten pounds to be levied on their goods or Chattels Land or Tenements or in Want thereof upon their bodies to the use of y. s. Lord the King his heirs or Successors in Case default be made in the performance of the condition following - the Condition of this License is such that if they the s. Noah and Windsor shall faithfully discharge & duty of ferry men at y. s. ferry place during y. said Term then y. Recognizance afores. is to be void otherwise to remain in full force

License is granted by this Court to John Kellogg of Hadley to keep a ferry at y. usual ferry place at the south end of Hadley Town Street for one year next ensuing - & It is ordered by the Court that the fare for man and horse and for single person be the same at the various periods it was y. last year - and y. said John Recognizes to y. Lord the King in the sum of ten pounds with Condition that he faithfully discharge & Duty of his Trust or place afores. through the year

Samuel Clap of Southampton in the County of Hampshire yeoman humbly sheweth that there is great need that a Town Way should be laid out & established in Southampton from the County Road there leading to Westfield to Wit from that part thereof at the Crisbmill in the said Southampton in as direct a Course as the Grounds will admit to a place in that Town Way in the said Southampton called Clapi and Strong's meeting Way about fifty rods north of Ichabod Strong's dwelling house thence passing John Clack's Land Zebadiah Miller's Land and the s. Samuel Clap's Land thence running in the said meeting Way to the said Clap's dwelling house and thence departing



Samm<sup>l</sup>  
Clap  
Pet<sup>r</sup>

there departing from the said meeting way and running as directly as may be to a place in the County Road called the old road to Westfield from Northampton about eighty rods South of John Wait's old house and thence in the most direct course over Westfield plain to the County road to Pawcatuck called the Pawcatuck Road That he y<sup>e</sup> said Clap and others have repeatedly made application to the Selectmen of Southampton especially on the fifth day of March last requesting them to lay out such Road but the s<sup>d</sup> Selectmen then refused so to do and hitherto wholly refuse to lay such Way The said Samuel therefore humbly prays your Honours Consideration of y<sup>e</sup> Premises that your Honours would make such order that such road or way may be laid out according to the directions of the Laws of this Province in such case provided and he as in duty bound shall always pray Samuel Clap - Read and ordered that the Selectmen of the said Southampton be notified, by process for this purpose, of the Petition of the said Samuel Clap above recited that they may appear at the next Term of this Court and shew Cause, if any they have, wherefore the said Samuel and others requesting the same should not have the Way prayed for & then hear the further order of y<sup>e</sup> Court upon the premises & the Petitioner hath a Day before the Court until the Third Tuesday of May next accordingly

Cautions

Pursuant to a Warrant under the hands and Seal of the Selectmen of Hatfield in the County of Hampshire directed to y<sup>e</sup> Constables of s<sup>d</sup> Town and bearing Date y<sup>e</sup> 25<sup>th</sup> day of November last and now brought into Court requiring them or either of them to warn Ebenezer Steadman peruke-maker and his Wife & two Children & another person peruke-maker residing in the house lately Isaac Tracy also the widow Patterson and one of her sons & three of her daughters living in the house lately John Billings also Edward East, also Seth Taylor and his wife & three children and also Lois Fuller that they forthwith depart from the s<sup>d</sup> Town

John Nash Constable returns that on the 24<sup>th</sup> day of Dec<sup>r</sup> last he warned Seth Taylor his Wife & three Children forthwith to depart from this Town & that y<sup>e</sup> s<sup>d</sup> persons resided last at Montague and came here in May last That on the same day he gave the like warning to Ebenezer Steadman & the next day to the others of his family mentioned in the warrant which persons he says came from North<sup>e</sup> where they last resided in Oct<sup>r</sup> last, And that on y<sup>e</sup> same 25<sup>th</sup> day of December he gave the like warning to the widow Patterson and her family mentioned in the Warrant and says these persons resided last at Pelham and came here in May last & that y<sup>e</sup> other persons mentioned in y<sup>e</sup> Warrant had left y<sup>e</sup> Town before he had Opp<sup>o</sup> to see them as y<sup>e</sup> Warrant & Return on file appears.

Deerfield  
Cautions

Pursuant to a Warrant under the hands & Seal of the Selectmen of the Town of Deerfield bearing Date the 11<sup>th</sup> day of December last requiring the Constables of s<sup>d</sup> Town to warn John Abel who came last from Hartford in the colony of Connecticut & Elizabeth Wittom alias Elizabeth Abel with her Child Eleanor Abel who came last from halfmoon in the Government of New York and John Holden who came last from Pepperrell in the Province of the Massachusetts bay forthwith to depart from the said Town of Deerfield Silas Harrison Const<sup>r</sup> returns that the directions of this Warrant was attended in warning s<sup>d</sup> s<sup>d</sup> Wife and Child Dec<sup>r</sup> 11<sup>th</sup> & on the 13<sup>th</sup> instant in warning John Holden by him as may be seen on file, also pursuant to another Warrant under the hands & Seal of the same Selectmen bearing Date the 28<sup>th</sup> day of Oct<sup>r</sup> last directed to y<sup>e</sup> Constables of Deerfield or either of them requiring them or either of them to notify and



Sworn John Ellis & Mary Ellis his wife and their Children John Ellis Tom<sup>o</sup> Ellis John<sup>o</sup> Ellis  
her Ellis Russell Ellis and Aaron Ellis who were Inhabitants or came last from Guilford Family  
the Colony of Connecticut David Hotchkiss supposed to be lately an Inhabitant of Hotchkiss  
Farmington in Connecticut Nathan Obidient who came from the Colony of Obidient  
Connecticut John Wilson and his wife Hannah and their son John Wilson who<sup>Wilson</sup>  
came last from Petersham of the Province of the Massachusetts Bay Caleb Holden<sup>Holden</sup>  
who was lately an Inhabitant of Pepperrell in the Province of Meribah Rogers  
came last from Montague in the Province aforesaid that they are forthwith required  
to depart from within the limits of the Town of Deerfield. It is thus returned and  
certified viz. Harnish for the directions of the within warrant was attended on Nov:  
22<sup>o</sup> 1765 by warning John Ellis his wife and Children & Nov: 27<sup>th</sup> 1765 by warning  
John Wilson wife and Child Nov: 29<sup>th</sup> 1765 by warning David Hotchkiss Dec: 6<sup>th</sup>  
1765 by warning Nathan Obidient Dec: 13<sup>th</sup> 1765 by warning Meribah Rogers  
Caleb Holden by Mr. Silas Hamilton Nathl Dickinson Constables -

Pursuant to a Warrant under the Hands and Seal of the Select men of the  
District of Amherst in the County of Hampshire bearing Date the 16<sup>th</sup> day of  
January last now returned Elijah Baker Constable of Amherst certifies that on  
the 26<sup>th</sup> day of Jan: he warned Majon Hulett John Hulett Elisabeth Hulett  
and Nehemiah Hulett forthwith to depart from said District and that after diligent  
Inquiry made he finds that S: John has resided in S: District ever since the twenty sixth  
day of March last and no longer that S: Majon Elisabeth and Nehemiah have resided  
in S: District ever since the 15<sup>th</sup> day of May last and no longer and that on the sixth  
day of February Current he warned Thomas Walton Miriam Walton & Margaret  
Walton forthwith to depart from said District and that all and each of S: last named  
Persons to wit S: Thomas Miriam and Margaret have resided in S: District ever  
since the first day of May last and no longer as by Warrant on file appears

Pursuant to a Warrant under the hands of two of the Select men of the  
Town of Belcherstown in the County of Hampshire bearing Date the 4<sup>th</sup> Day of January  
last now returned Elisabeth Carrier daughter to Benjamin Carrier was warned  
to depart out of Belcherstown by Gideon Stebbins Const<sup>le</sup> as by Warrant on file appears

And pursuant to another Warrant Under the hands of three of the Select men  
of the same Belcherstown bearing Date the 16<sup>th</sup> day of August last now brought into  
Court on the 22<sup>o</sup> day of the same August Jedidiah Ayers and Judith his wife and  
Mary Dorro her Daughter and Judith Ayers his and her Daughter were warned  
to depart from said Belcherstown by Phineas Hannum Constable who certifies  
that the said Jedidiah came into said Belcherstown the 4<sup>th</sup> of May last  
as by the Warrant and Return on file appears

Nathl Dwight and others of Corn<sup>tee</sup> who by order of Court laid out sundry pub<sup>l</sup>  
lic Roads in S: South east part of S: County now presented an account for their services  
amounting to twelve pounds 1/6 w<sup>ch</sup> is all<sup>o</sup> payment ordered. The particulars are on  
file & also by mistake entered at the bottom of S: page ment after folio 202 having been  
lately with S: files of May term - The foregoing Judgments Recognizances forfeitures  
Licenses and so forth being made and entered up in  
manner aforesaid the said Court was then adjourned by  
Order without Day -

Attest W: Williams Clerk



Court of Common  
Plea Third  
Tuesday of May  
1766

At the Inferiour Court of Common pleas holden at  
Springfield within and for the County of Hampshire on  
the Third Tuesday of May being the 20th day of the 2nd month  
(i.e. die in Iura to the 20th day of the 2nd month) Anno Domini  
1766

Present

Israel Williams Esq  
Josiah Dwight Esq  
Tim Dwight Junr Esq  
Thomas Williams Esq  
Justices of the Court

Jury for Trials  
Benja<sup>l</sup> Colli foreman  
Benoni Chapin  
Nathan Morgan  
Samuel Groinger  
Silas Clarke  
Thomas Meekins  
Richard Tally  
Joseph Williams  
Stephen Blackman  
James Henry  
Philip Lyon  
Nathaniel Liles -

In these Cases - viz  
Rogers vs Gibbs &  
Hodge vs Rogers  
Groinger & Tally were off  
& de Calibus &  
George (Carpenter) vs Groin &  
George Wood vs Walmer  
were on - And in of  
Cases -  
Graham vs Belknap &  
Mivins vs Davis  
Tally was off and  
George Wood on -

Ly and Leonard Townley } Joel Ly yeoman and Benjamin Leonard Junr yeoman both of Springfield  
afresd plaintiffs vs John Townley of Hartford & merchant defendant in a plea  
of the Case & (as on record of the past Term) And the said Parties by their Council  
come here and humbly move that the action may be further continued under  
the rule of reference herebefore agreed & it is granted them and the said Parties have  
a day before the Lord the King here until the Last Tuesday of August next ensuing.

Allen or Hibbe } Seymour Allen late of Chelsea in the County of Suffolk an infant who  
sues by John Peck of Boston in the same County merchant his guardian  
plaintiff vs Isaac Hibbe the Second of Infield & yeoman defendant. in a  
plea of Trespass (as on record of the preceding Term) The said John peck  
being now three times publicly called to come into Court doth not come &  
is Nonfuit. & the said Isaac in like manner defaulted. & if Action is dismissed.

Green or Wheelwright } Joseph Green of Boston & merchant plaintiff vs Nathl Wheelwright  
of the S. Boston Esq defendant in a plea of the Case & as heretofore on Record)  
And now comes here the S. Joseph Green by his Council. And at this time  
also comes here Oliver Partridge by One of the Agents or Trustees of the said  
Nathaniel Wheelwright Esq and He the S. Oliver now swears that he together  
with Obadiash Dickinson Gent. & other other agent or Trustee summoned on  
the said Joseph's suit afresd owe in Company to the said Wheelwright  
for sundry articles of merchandize ninety nine pounds 1/10 And the said  
Joseph thereupon humbly prays that he may have a further day before  
the Court of the Lord the King here until the Last Tuesday of August next  
the hath a day & and the Def. viz the S. Nathl & his agents have same  
Day (the S. Joseph first agreeing to take no Cost at next Term) -

Lake or Baker } Joseph Lake of Shutesbury in the County of Hampshire yeoman plt. vs  
Josh Baker of Sunderland in the said County yeoman def. in a plea of the  
Case & as on Record of the preceding Term - The parties appear - And the  
Referees to Whom the Case was submitted now return their Award in these  
Words to wit We find upon examining the Parties Accts & that said Joseph Lake



Loth the Plaintiff owes to Noah Baker the Defendant six Shillings Damages & costs accordingly award that the said Loth pay to the said Baker the said sum of six Shillings and the Costs of this Reference being four <sup>pounds</sup> Thirteen Shillings —

Therefore it is Considered by the Court that the said Noah do recover against the said Loth six Shillings of lawful money Damages and four pounds Thirteen Shillings award them as afores<sup>d</sup> for Costs and thereof he may have & take <sup>is</sup> 17<sup>th</sup> July 1766 —

Henry Gilbert of Ware in the County of Hampshire yeoman & Sarah his wife p<sup>lt</sup> vs Ephraim Wright of South Studley & Deft in a plea wherein the p<sup>lt</sup> demand certain Land & as on record heretofore — The said Henry the p<sup>lt</sup> being three times publicly called to come into Court doth not now come but is non suit. And the D<sup>o</sup> Ephraim is in like manner defaulted & the action is dismissed.

Jonas Lock of Studbury in the County of Hampshire yeoman p<sup>lt</sup> vs Joseph Lock of Garmes Studbury yeoman deft in a plea of the Case & as on record heretofore — The parties now come here & the Referees to whom this action with all other demands was submitted now report that having heard the parties & they find that Jonas Lock the plaintiff is upon a just balance indebted to Joseph Lock the defendant the sum of nineteen pounds ten Shillings Damages and the Cost of this Reference being three pounds 12<sup>s</sup> and they award that the said Jonas shall pay the same to the said Joseph accordingly — Therefore it is Considered that the said Joseph do recover against the said Jonas nineteen pounds and ten Shillings of lawful money Damages and Cost awarded the<sup>d</sup> Joseph as afores<sup>d</sup> being three pounds & twelve Shillings & thereof he may have his lion & take <sup>is</sup> 11<sup>th</sup> Aug<sup>r</sup> 1766 —

Nathaniel Williston of Springfield yeoman p<sup>lt</sup> vs George Leonard of the Williston town yeoman deft in a plea of the Case & as on Record of the preceding Term — The said Nathaniel being now three times publicly called is non suit and the said George in like manner defaulted & the action is dismissed.

Elizab<sup>th</sup> King of Hatfield in the County of Hampshire yeoman p<sup>lt</sup> vs John Harwood Sur<sup>or</sup> of Ware in the said County yeoman deft In a plea wherein the p<sup>lt</sup> demands a certain Part of Land & as it is at large on record of 1<sup>st</sup> last August Court at which time John Harwood took & Defended & Vouch'd Jeremiah Powers & now Jeremiah Powers of Greenwich Gent. Who on his motion is admitted to defend this Action in behalf of John Harwood his Tenant of the premises demanded by John Worthington by his attorney comes here and here in this Court Vouches to warrant the same to him Thomas Gibbs Nathan Hike and Benj<sup>l</sup> Corley yeomen all of Greenwich against the demand of the said Elizab<sup>th</sup> and pray leave to him to the next Term of this Court that he may make Summons of the said Thomas Benj<sup>l</sup> and Nathan whose Warranty he has of the premises to warrant the same to him against the said Elizab<sup>th</sup> demand afores<sup>d</sup> and it is granted him & the said parties have a day before the Court of the Lord the King here until the Last Tuesday of August next ensuing —

Samuel Kingsley of Southampton in the County of Hampshire p<sup>lt</sup> vs The Inhabitants of Northampton deft upon a Subdivision by a Rule of Court agreed at the Term of this Court of the last Tuesday of August last (at large on record of that Term) The matters submitted being agreed by & parties out of Court the Report now made was not read and the Case is dismissed —



177  
Partridge  
vs  
Burt

Oliver Partridge of Hatfield in the County of Hampshire by & Sheriff of the  
same County Plt. vs Eleazar Burt of Northampton in sd. County yeoman deft.  
in a plea of the Case as on Record of the preceding Term - And now the Parties  
come here - And the Referees now return their Award in these words to wit We  
do judge award and determine in the Premises in manner following viz that  
the within named Eleazar pay to the within named Oliver the sum of  
fourteen pounds 11/12 and Costs of Court and also the Costs of this Reference  
which is one pound 1/6 - Therefore it is Considered by the Court that the said  
Oliver do Recover against the said Eleazar fourteen pounds eleven Shillings  
and one penny two farthings of lawful money Damages and Costs of this Suit  
which together with Costs of Reference aforesd. is allowed to be three pounds four-  
teen Shillings and Six pence & thereof he may have his Execution &c  
Tacon is: 17<sup>th</sup> June 1766 -

Idem  
et al.  
vs  
Burt

Oliver Partridge of Hatfield in sd. County of Hampshire by & Sheriff of sd. said  
County by & Obadiah Bickinson of sd. Hatfield Gent. Plt. vs Eleazar Burt of  
Northampton in the sd. County yeoman deft. in a plea of Covenant broken &c  
as on Record of the Court at the preceding Term - And now come here the said  
Parties - And the Referees now report in this Case as follows to wit they award  
that the said Eleazar pay to the said Oliver and Obadiah Plt. the Sum  
of five hundred ninety two pounds ten pence farthing and the Costs of Court &  
also the Costs of this Reference being three pounds six Shillings and ten pence  
Therefore it is Considered by the Court that the said Oliver & Obadiah do  
Recover against the said Eleazar the Sum of five hundred and ninety two  
pounds and ten pence one farthing of lawful money Damages and Costs of this  
Suit which together with Costs of Reference awarded as aforesd. is allowed to be  
five pounds nineteen Shillings and Eleven pence & thereof they may have their  
Execution &c  
Tacon was sued out 17<sup>th</sup> June 1766 -

Graham  
vs  
Belknap

Archibald Graham of South Birnfield in the County of Hampshire yeoman  
Plt. vs Joseph Belknap of the same place yeoman Defendant in a plea of Trespass  
&c (as at large on Record of the last August Term) And now comes here the sd. Archi-  
bald by John Worthington by his Att. And the said Joseph Belknap by Joseph Hawley  
by his Att. comes into Court and defends the force and Injury wherein and says  
he is not guilty in manner and form as the Plt. against him in his Declaration  
hath alleged and thereof puts himself on the Country - And the Plt. likewise  
And the Jurors of the Jury at this time, according to the form and effect of the  
Statutes in this behalf provided, returned and impannelled being called likewise comes  
Who to declare the Truth concerning the Premises being sworn declare upon their  
Oath that they find for the Plaintiff Six pounds Damages and all Costs of Court  
Therefore it is Considered by the Court that the said Archibald do  
Recover against the said Joseph the Defendant Six pounds of lawful money  
Damages and Costs of Court taxed at Eight Pounds one Shilling and Seven pence  
& thereof he may have his Execution &c  
Tacon is: April 8<sup>th</sup> 1767 -

Nirins  
vs  
Davis

Jamies Nirins of Greenwich in the County of Hampshire Gent. Plt. vs Ebenezer  
Davis of Ware in the said County yeoman deft. in a plea of the Case &c (as at large  
on Record of August Term 1765) And now comes here the said Jamies by John Worthing-  
ton by his Attorney - And the said Ebenezer Davis by Joseph Hawley by his Attorney  
comes and refusing Liberty to give any special matter in evidence which might have  
been pleaded more specially and defends the force &c and says that this Action ought  
not



not to be maintained against him because he says that long before the purchase of his Writ to wit on the last day of march y<sup>6</sup>ts at Springfield within mentioned he paid the plaintiff within named the whole contents of the note declared of which he is ready to verify and therefore prays Judgment whether the said Plaintiff shall have his action maintained against him - And the said James referring liberty to alter his plea and agreeing to the Deft's reservation says that he ought not to be barred of his said action by the Defendant's foregoing plea because he says the Deft. never paid to him the contents of the said note or any part thereof as he in his plea has alleged and this the said James prays may be enquired of by the Country - And the <sup>D.</sup> Benchers likewise.

And the Jurors of the Jury at this returned according to the form and effect of the Statutes in this Case provided, and impanelled being demanded likewise now come who to say the Truth concerning the Premises being duly sworn declare upon their oath that they find for the <sup>D.</sup> Benchers the Defendant Costs of Court. Therefore it is considered that the said Benchers do recover against the <sup>D.</sup> James four pounds ten shillings and eleven pence allowed him with his apent for the costs & expenses of defending himself ag<sup>t</sup> this suit & thereof he may have his execution <sup>in</sup> <sup>ii</sup> <sup>28<sup>th</sup></sup> July 1766 -

Nathan Phillips of Springfield in the County of Hampshire yeoman pl<sup>t</sup> or Daniel Leonard of the said Springfield yeoman de<sup>f</sup> in a plea of the Case & as at large on Record of this Court at the last August Term. The parties appear - And Two of the Referees to whom this Case was submitted to wit Josiah Dwight & Edward Dymon Inquies Return their report at this time and say that they award that the said Nathan shall recover in damages of the said Daniel Leonard one hundred and twelve pounds and seven shillings and that Execution be stayed for the space of Ten months from the twelfth day of May next and that he the said Daniel pay the costs of the Reference being two pounds and eleven shillings and Cost of Courts and We further determine and award that y<sup>e</sup> <sup>D.</sup> Nathan deliver up to the said Daniel the original Deed of the lands mentioned in the <sup>D.</sup> Nathan's Writ that was made and executed by the said Daniel to James Phillips for the use of the said Nathan upon his the <sup>D.</sup> Daniel's paying the sum afores<sup>d</sup> or giving security thereof to y<sup>e</sup> acceptance of the <sup>D.</sup> Nathan - Therefore it is considered by the Court that the said Nathan do recover against the <sup>D.</sup> Daniel One hundred and twelve pounds and seven shillings of lawful money damages and Costs of Court and Reference allowed to be in the whole Eight Pounds six shillings and two pence & thereof he may have his execution according to the award afores<sup>d</sup> - It is also considered that y<sup>e</sup> said Nathan do, upon his the said Daniel's paying or securing the said sum awarded in damages according to y<sup>e</sup> Honor of y<sup>e</sup> said award, deliver up the deed above mentioned, to him y<sup>e</sup> <sup>D.</sup> Daniel

Joel Ly of Springfield in the County of Hampshire yeoman pl<sup>t</sup> or Benjamin Leonard Jun<sup>r</sup> of the said Springfield yeoman de<sup>f</sup> in a plea of the Case & as at large on Record of August Term y<sup>6</sup>ts. The parties appear - And Two of the Referees to whom this and all y<sup>e</sup> other demands of the parties were submitted viz George Dymon & Lewis Bliss Gentlemen now return their award in these words to wit We do award order & Determine that the said Benjamin pay to the said Joel one pound fourteen shillings and seven pence half penny and that the said Joel and Benjamin stand and remain equally chargeable to any person or persons to whom they as Copartners were indebted by any ways whatsoever on the first day of march last past; and farther that the said Parties have and receive and have Right to in equal moieties all Right and Credits and demands of whatever nature to them due owing on the said



1-8  
Ily or Leonard } said first day of March last, and all claims and Debts which they at that time might in Copartnership have Right to in Law or equity, and we further award and determine that the said Joel recover of the said Benjamin forty Shillings and six pence being the one half of the costs of this Reference and also one half of costs of Court to be taxed by the Court, and the aforesaid sum of forty Shillings and six pence is only the one half of the pay to the Referee, and other expenses incurred by this Reference shall remain to be equally divided between & discharged by 2 parties -

Therefore it is considered by the Court that the said Joel do recover against the said Benjamin one pound fourteen Shillings and seven pence two farthings of lawful money Damages and the sum of three pounds and two pence half penny allowed him according to y<sup>e</sup> Award for costs and expenses of this suit and thereof he may have his Reason &c. - It is also considered that the s<sup>d</sup> Joel & Benjamin stand equally chargeable to all persons to whom they were as Copartners indebted on the said first day of March last and that they have right to in equal moieties all Rights Credits and Demands and receive in equal moieties all claims and Debts of whatever nature which they as Copartners might at that time have Right to in Law or equity and that they equally discharge such other expenses incurred by this Reference as are mentioned in the last clause of y<sup>e</sup> Award & that this be a final end of y<sup>e</sup> controversy  
Reason for Dam<sup>s</sup> &c. 17<sup>th</sup> July 1766.

Idem or Fowler } Joel Ily of Springfield in the County of Hampshire yeoman plt vs Bildad Fowler of Westfield in y<sup>e</sup> said County yeoman Def<sup>t</sup> in a plea of the Case &c (as at large on Record of the last August Term) and now the parties come here - & y<sup>e</sup> Referees also to Whom the Case & all other demands of the parties were submitted now come here and bring their award in these words We are of opinion and do thereupon award and determine that said Bildad Fowler pay to the s<sup>d</sup> Joel Ily five pounds six Shillings and three farthings lawful money which sum is in full satisfaction of all demands and controversies subsisting between them the said Joel and Bildad and that said Joel recover the same of the s<sup>d</sup> Bildad with costs of Court to be taxed by the Clerk of the s<sup>d</sup> Court & costs of this Reference being five pounds ten Shillings ten pence like money - Therefore it is considered by the Court that the said Joel do recover against the s<sup>d</sup> Bildad five pounds six Shillings and three farthings of lawful money Damages and costs of Court and Reference allowed to be seven pounds thirteen Shillings in the whole & thereof he may have his Reason &c. Reason is. 17<sup>th</sup> July 1766 -

Burke or Rosbrook } Jonathan Burk of South Brimfield in the County of Hampshire yeoman plt vs John Rosbrook of the s<sup>d</sup> South Brimfield yeoman in a plea of Reple: &c (as at large on Record of the last Term) - The parties now come here in their proper persons and refer the Case to the final Determination & Award of Ol<sup>d</sup> Partridge by Mess<sup>rs</sup> Eliza Porter and Lewis Bliss Gentlemen or any two of them (Arbitrators mutually elected & named by y<sup>e</sup> 2 parties) to be made upon the Promise & Returned into this Court at this Term - And afterward now at this time the s<sup>d</sup> Referees return their award in these words to wit It appearing to us that the cattle mentioned in the plaintiff's Writ were justly distrained by the Defendant to satisfy that part of a Rate or Tax made and assessed on the Inhabitants of South Brimfield and delivered to the Defendant then Constable of said Place on the 13<sup>th</sup> day of December 1764 to collect that was laid on the Plaintiff being five pounds 1/11. We do Judge award and determine that the plaintiff Jon<sup>s</sup> Burk pay to said John Rosbrook s<sup>d</sup> sum of five pounds 1/11 and



and when paid shall discharge P. Burk from P. Tax and further that P. Burk  
P. Rosbrook ten Shillings for Damages by him sustained also Cost of Court  
Therefore it is considered by the Court that the said John Rosbrook do recover  
against the said Jonathan Burk five pounds eleven shillings and eleven pence of  
lawful money according to the said award and Costs of defending himself against  
the said Jonathan's suit taxed at two pounds 11/8 & thereof And the P. John here  
Court acknowledges he has recd. £4. 7. 8 for Satisfaction of the P. Judgment in  
part & for residue he may he may have his Execution

Jonathan Burk above named Plt. vs John Rosbrook aforesd. def. in an action  
in Contempt of the King and also for Damages sustained by reason & occasion of the  
John's retaking of Cattle of P. Jon<sup>a</sup> by Writ of Replevin from P. John taken  
to the P. Jonathan delivered & as at large on record of the last Term) The parties now  
come here and refer the Case to Oliver Partridge by Messrs Elisha Porter and Lewis Bliss  
gentlemen or any two of them Arbitrators mutually elected and named by the  
said Parties whose Determination <sup>that of</sup> or any two of them in & premises to be made and  
heard at this time is to be final And now at this time the P. Referees return  
their Award in these words viz We having heard & do Judge award and determine  
the Premises in manner following viz that P. said John Rosbrook pay to P. Jon<sup>a</sup>  
Burk the sum of ten Shillings for Damages by him sustained and Costs of Court &  
also the Costs of this Reference which is six Shillings Therefore it is considered  
by the Court that the said Jon<sup>a</sup> do recover against the said John ten Shillings of  
lawful money Damages and Costs of Court and of the Reference taxes in the whole  
at three pounds 17/8 & thereof And the Plt. comes here & acknowledges he has recd.  
Satisfaction of ~~the~~ this Judgment in full

Bildad Fowler of Westfield in the County of Hampshire Trades plt. vs Ezra Strong  
of Pittsfield in the County of Berkshire yeoman Def. in a plea of the Case & as at  
large on Record of the last Term The Plaintiff by John Phelps Esq<sup>r</sup> his attorney  
appears And the said Ezra by Simon Strong Esq<sup>r</sup> his attorney comes & defends. & it  
reserving Liberty to waive this Plea and make any new plea on the Trial of Appeal  
says that the bond mentioned in the Plt's declaration is not his act and deed

And the said Bildad consenting to said reservation says that the said Ezra's  
plea above pleaded is an insufficient answer to his Declaration and that he is not  
bound by the Law of the Land to make any answer thereto and because the P. Ezra  
doth not make answer to the said Bildad's Declaration he prays Judgment and  
Judgment for his Costs And the P. Ezra says his plea is sufficient

Thereupon all and singular the Premises being seen & by the Court of the Lord of King  
now then fully understood for that it appears to the said Court that the plea aforesd.  
of P. Ezra by him in manner and form aforesd. pleaded is an insufficient answer  
to the P. Bildad's declaration aforesd. and ought not to preclude him from having his  
action aforesd. maintained & but that the P. Bildad ought to have his Damages &  
Costs

Therefore it is considered that P. Bildad do recover of the said Ezra sixteen pounds  
and one Shilling of lawful money Damages and Costs of Suit taxed at two pounds 11/8  
& like money and thereof he may have his Execution And the P. Ezra by his attorney aforesd.  
appeals from the Judgment of this Court to the Superior Court of Judicature to be held  
at Springfield within and for the County of Hampshire aforesd. on the fourth Tuesday  
of September next and he recognises with Sureties as the Law directs for the P. Ezra  
prosecuting the Appeal with effect there as by the said Recognizance on file it  
appears



179  
Dickinson  
or  
Whites  
Moses Dickinson of Northfield in the County of Hampshire yeoman plt. vs  
William White of a place called Hinsdale in the Province of New York & yeoman in  
a plea of Trespass &c. as at large on record of the last Term. The s<sup>d</sup> Moses now comes  
here. And the Court now here having advised of giving their Judgment upon the  
Premises. Therefore it is now considered that the said Moses with his consent  
do recover against the said William Twelve pounds thirteen Shillings & four  
pence of lawful money Damages and Costs of Suit. And the s<sup>d</sup> Moses now comes  
and acknowledges he has rec<sup>d</sup>. Satisfaction in full of his demand in this Case.

Hebbins  
or  
Belding's  
Adm<sup>r</sup>  
Joseph Hebbins of a place called Hinsdale lately reputed to be in y<sup>e</sup> Province  
of New Hampshire yeoman plt. vs Thomas Smith of Springfield and  
Annah his wife who was lately Annah Belding & is Adm<sup>r</sup> of Titus Belding  
&c. as at large on Record at the last Term held by adjournment &c. The s<sup>d</sup> Joseph  
being called is Nonfuit & y<sup>e</sup> s<sup>d</sup> Thomas and Annah defaulted & y<sup>e</sup> Action is dismissed.

Bates  
Jury  
or  
Cook  
Jury  
John Bates Jur<sup>r</sup> of Granville in the County of Hampshire blacksmith plt.  
vs Jacob Cook Jur<sup>r</sup> of y<sup>e</sup> same Granville yeoman def<sup>t</sup> in a plea of Trespass &c.  
as at large on record of the Last Term. The s<sup>d</sup> John Bates by John Phelps  
Gent. his Att<sup>r</sup> appears. The said Jacob being three times publicly called  
to come into Court makes default of appearance here. Therefore it is  
considered by the Court that the said John the plt. with his assent do recover  
against the said Jacob two pounds and ten Shillings of lawful money  
Damages and Costs of Suit taxed at two pounds twelve Shillings and eight  
pence of like money & thereof he may have his Exec<sup>n</sup> &c.

Morton  
Hubbard  
N<sup>o</sup> 1.  
Jonathan Morton of Hatfield in the County of Hampshire Gentleman plt. vs  
Joseph Hubbard of Hadley in the same County Gentleman Def<sup>t</sup> in a plea that the  
said Joseph tender to the said Jonathan two hundred and sixty pounds which to y<sup>e</sup>  
said Jonathan he the said Joseph owes and from him the said Jonathan unjustly  
detains and whereon the afores<sup>d</sup> Jon<sup>r</sup> complains and says that the s<sup>d</sup> Joseph at  
Hatfield afores<sup>d</sup> on the seventh day of April Anno Dom<sup>i</sup> 1762 by his bond under  
his hand and Seal bearing date the day and year last afores<sup>d</sup>, in Court to be  
produced bound himself by the name of Joseph Hubbard of Hadley in y<sup>e</sup> County  
of Hampshire in his Majesty's Province of the Massachusetts Bay in New  
England to the aforesaid Jonathan Morton in the sum of two hundred and  
sixty pounds lawful money of the province above to be paid to y<sup>e</sup> s<sup>d</sup> Jonathan  
on demand yet the said Joseph tho' often thereto requested hath never paid  
the farre or any part thereof to the s<sup>d</sup> Jonathan but he wholly deny<sup>s</sup> to do it  
to the damage of the said Jon<sup>r</sup> £270. The plt. by Joseph Hawley by his  
Attorney appears. The said Joseph tho' three times publicly called to come  
into Court makes default of appearance here. Therefore it is considered  
by the Court that the said Jonathan do recover against the s<sup>d</sup> Joseph One  
hundred and sixty four pounds and Seven Shillings of lawful money  
(being the sum found due upon an equitable Chancery of the said bond according  
the form & effect of the Statute in this Case provided) Debt & Costs of Court taxed  
at one pound 14<sup>s</sup> 6<sup>d</sup>. & thereof &c. After all which the s<sup>d</sup> Joseph Hubbard now at this  
time by Eliza Porter Gent. his Attorney comes here and appeals from  
the Judgment of this Court to the Superiour Court of Judicature &c. to be  
holden at Springfield within and for the County of Hampshire on the  
fourth Tuesday of September next &c. the above named Joseph Hawley by word  
and



and recognizance with Sureties as the Law directs for said Joseph Hubbard's prosecuting said appeal with effect as by the s<sup>d</sup> Recognizance on file appears —

Obadiah Dickinson of Hatfield in the County of Hampshire Gent. plt. vs Bridget Burt of Deerfield in the said County of Hampshire Gentlewoman Defendant in the Goods and estate of Jonathan Burt some time since of Deerfield aforesaid Gent. dec. intestate Deft. By Virtue of the Writ of <sup>of</sup> Lord the King of Seignificans the s<sup>d</sup> Bridget was on the 5<sup>th</sup> day of May 1766 summoned by a Deputy Sheriff to come here and shew cause if she have any why the s<sup>d</sup> Obadiah the Writ of Execution should not have against the Goods and estate of the s<sup>d</sup> Jonathan in her hands for the Sum of nine pounds 10<sup>s</sup> which the s<sup>d</sup> Obadiah by the Consideration of this Court at the Term thereof the last Tuesday of August 1762 recovered for his Damage and Cost as appears of Record. The s<sup>d</sup> Obadiah appears by Joseph Hawley by his Attorney — The said Bridget being three times publicly called makes default of appearance here —

Therefore it is Considered by the Court that the said Obadiah may have his Execution against the Estate of the said Jonathan Burt in the hands and under of Administration of s<sup>d</sup> Bridget for the aforesaid Sum of nine pounds ten Shillings & five pence lawful money and for Costs of this Suit taxed at one pound 17<sup>s</sup> 4<sup>d</sup> 17<sup>th</sup> June 1766 —

Eleazar Porter of Hadley in the County of Hampshire by. plt. vs Joseph Hubbard of Hadley aforesaid Gent. Deft. in a plea of the Case for that the said Joseph at said Hadley on the ninth day of March last past by his note of that date for Value received promised the s<sup>d</sup> Eleazar to pay him or his order for the use of the school Committee in Hadley the Sum of twenty Seven pounds Seven Shillings and four pence half penny lawful money on demand with the lawful Interest thereof until paid yet the s<sup>d</sup> Joseph tho' often requested has never performed his s<sup>d</sup> promise but neglects it to the Damage of the s<sup>d</sup> Eleazar £30 — The plt. appears by Eleazar Porter Gent. his Attorney — The said Joseph tho' three times publicly called to come into Court makes default of appearance —

Therefore it is Considered by the Court that the said Eleazar do recover against the said Joseph Twenty Seven pounds Thirteen Shillings and Seven pence half penny of lawful money Damages and Cost of Suit taxed at one pound Thirteen Shillings & two pence of the like money & thereon he may have his Execution After all which the s<sup>d</sup> Joseph Hubbard by Joseph Hawley by his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizance with Sureties as the Law directs for the said Joseph Hubbard's prosecuting the s<sup>d</sup> appeal with effect as by the said Recognizance on file appears —

John Strickland of Hadley in the County of Hampshire yeoman. plt. vs John Hills of Windsor in the County of Hartford in the Colony of Connecticut Trader Deft. in a plea of the Case for that said John Hills at s<sup>d</sup> Hadley on the eighth day of June AD 1763 by his note of that date for Value received promised the s<sup>d</sup> John Strickland to pay him fifteen pounds ten Shillings lawful money to be paid in good new at s<sup>d</sup> Cash price to be delivered at Hartford in the s<sup>d</sup> County of Hartford within three months from the date of the said note yet said John Hills tho' often requested has never delivered to the s<sup>d</sup> John Strickland of said Sum altho' the s<sup>d</sup> John Strickland was always ready at the time and place of the Delivery to accept and receive the same but unjustly neglects and refuses to do it to the Damage of the s<sup>d</sup> John Strickland as he saith £20 — The s<sup>d</sup>



The said John the plt. appears by Elisha Porter Gent. his Attorney  
The deft. doth not appear And because the s<sup>r</sup> John Hills is out of the Province  
& may not have had notice of this suit therefore it is considered that y<sup>e</sup> action  
be continued until the Third Tuesday of May next ensuing and the s<sup>r</sup> Parties  
have a day here accordingly

Warner  
or  
Childs -  
N<sup>o</sup> 5. Jonathan Warner of Hadley in the County of Hampshire Trader plt. vs Tim<sup>o</sup>  
Childs of Greenfield in the said County yeoman in a plea of the Case for that  
y<sup>e</sup> s<sup>r</sup> Tim<sup>o</sup> at Hadley afore<sup>d</sup> on the last Day of Feby last being indebted to y<sup>e</sup> said  
Jon<sup>a</sup> in the sum of five pounds 17<sup>s</sup> in consideration thereof he promised him to  
pay him y<sup>e</sup> same on demand & as on file - the plt. by Elisha Porter Gent. his Att<sup>r</sup>  
appears - The s<sup>r</sup> Timothy being three times publicly called to come into Court  
makes default of Appearance here - Therefore it is considered by the Court  
that y<sup>e</sup> said Jonathan do recover against the s<sup>r</sup> Timothy five pounds seventeen  
Shillings of lawful money Damages and Cost of Suit taxed at one pound  
fifteen Shillings & ten pence & thereof he may have his Execut<sup>n</sup> In<sup>o</sup> 29<sup>th</sup> April 1767 -

Idem  
or  
Clark  
N<sup>o</sup> 6. Jonathan Warner of Hadley in the County of Hampshire Trader plt. vs Matthew  
Clark of Greenfield in the said County yeoman Deft in a plea of the Case for that y<sup>e</sup>  
said Matthew at s<sup>r</sup> Hadley on the 29<sup>th</sup> of Jan<sup>r</sup> 1765 by his note for Value rec<sup>d</sup> promised  
the s<sup>r</sup> Jon<sup>a</sup> to pay him the sum of Eleven pounds 13<sup>s</sup> in money or grain at y<sup>e</sup> market  
price to be delivered at Hadley in one year with y<sup>e</sup> lawful Interest & the plt. appears  
by Elisha Gent. his Att<sup>r</sup> - The said Matthew Clark being three times publicly  
called makes default of appearance in Court

Therefore it is considered by the Court that the said Jonathan Warner  
do recover against the s<sup>r</sup> Matthew Clark the sum of £ Damages  
& Cost of Suit taxed at one pound 16<sup>s</sup> 6<sup>d</sup> & thereof &c

Torrey  
or  
Hubbard  
N<sup>o</sup> 7. Josiah Torrey of Boston in y<sup>e</sup> County of Suffolk Tanner plt. vs Joseph Hub-  
bard of Hadley in the County of Hampshire Gent. Deft in a plea of the Case for that  
the said Joseph at said Springfield on the last Day of April last past being  
justly indebted to the said Josiah in the sum of thirty one pounds 15<sup>s</sup> 10<sup>3</sup>/<sub>4</sub> lawful  
money for sundry Sides of Sole Leather there before that time sold and delivered by y<sup>e</sup>  
said Josiah to y<sup>e</sup> s<sup>r</sup> Joseph at his special instance and request in consideration  
thereof the s<sup>r</sup> Joseph then and there promised the plt. to pay him the same sum  
on demand yet the s<sup>r</sup> Joseph tho<sup>o</sup> often requested hath never performed his s<sup>r</sup>  
promise but wholly deny<sup>s</sup> to do it to the damage of y<sup>e</sup> s<sup>r</sup> Josiah £40<sup>s</sup>

The Plaintiff appears by John Phelps Gent<sup>r</sup> his Attorney - And the  
said Joseph Hubbard by Joseph Hawley by his Att<sup>r</sup> comes here & acknowledges  
the s<sup>r</sup> Josiah the plt<sup>r</sup> action against him in part viz for twenty eight pounds  
Twelve Shillings and ten pence 3<sup>d</sup> of the Sum which it is declared in y<sup>e</sup> plt<sup>r</sup>  
Writ that y<sup>e</sup> s<sup>r</sup> Joseph owed the plt<sup>r</sup> and as to y<sup>e</sup> residue of the said Sum y<sup>e</sup> s<sup>r</sup>  
Joseph denies and says that he never promised the plt. in manner & form as  
in the s<sup>r</sup> Writ is alledged against him & thereof puts Himself on y<sup>e</sup> Country

And the plt. gratefully accepts of y<sup>e</sup> Acknowledgement made by the Deft.  
for the debt due from the s<sup>r</sup> Deft. viz plt. of Twenty eight pounds 12<sup>s</sup> 10<sup>3</sup>/<sub>4</sub> and for  
the residue of y<sup>e</sup> s<sup>r</sup> Debt sued for by y<sup>e</sup> Plaintiff he will no farther prosecute -

Therefore it is considered by the Court that the s<sup>r</sup> Josiah do recover against  
the s<sup>r</sup> Joseph the Deft the s<sup>r</sup> Sum of Twenty eight pounds twelve Shillings & ten pence  
three farthings of lawful money Damages & Cost of Suit taxed at Two pounds 17<sup>s</sup> 2<sup>d</sup>  
& thereof he may have his Execut<sup>n</sup> In<sup>o</sup> 29<sup>th</sup> April 1766 -  
Heby y<sup>e</sup> 17<sup>th</sup> of May the s<sup>r</sup> Josiah Torrey by his s<sup>r</sup> Att<sup>r</sup>  
acknowledges he has rec<sup>d</sup> full Satisfaction of  
this Judgement Att<sup>r</sup> W<sup>m</sup> Williams Cler







Fowler  
or  
Shepard  
N. 10  
Thereof puts himself upon the country - And the said Biddad agreeing to the above reservation of the said Jonathan says that the plea abovesaid of the said Jonathan and the matter in the same contained is insufficient and that he hath no need nor is by the Law of the Land bound to answer thereto wherefore for want of a sufficient plea of Biddad prays Judgment and Judgment for his Cost - And the said Jonathan says his plea aforesaid is sufficient. Thereupon the premises being seen and by the Justices of the Lord the King now here fully understood inasmuch as it appears to the said Justices of y<sup>r</sup>. Lord the King that the plea of the said Jonathan by him in manner & form above pleaded and the matter in the same contained is an insufficient answer in Law to the Declaration of y<sup>r</sup>. Biddad and ought not to preclude the said Biddad from his Action aforesaid but that he ought to receive his Damages - Therefore it is considered that the said Biddad do recover against the said Jonathan Twenty four pounds and nine shillings of lawful money Damages and Costs of Suit taxed at one pound & twelve shillings of like money thereof he may have his Execution. The said Jonathan by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for the said Jonathan's prosecuting his appeal with effect as by the said Recognizance on file appears -

Mann  
or  
Ellis & Co  
N. 12  
Nathan Mann of Murray's field in the County of Hampshire yeoman plt. vs Samuel Ellis yeoman and Ebenezer Webber yeoman both of y<sup>r</sup>. Murray's field def<sup>t</sup>. in a plea of the Case for that the said Samuel & Ebenezer at y<sup>r</sup>. Springfield on the 24<sup>th</sup> day of Oct. A.D. 1764 by their note of that date for Value received promised the said Nathan to pay to him the sum of thirteen pounds six shillings & eight pence at or before the first day of April A.D. 1766 with lawful Interest till paid yet y<sup>r</sup>. Samuel and Ebenezer nor either of them altho' often requested have not performed their said promise but they unjustly neglect to do it to y<sup>r</sup>. Damages of y<sup>r</sup>. Nathan as he says £15 - The plaintiff appears by John Phelps Esq. his Attorney - The said Samuel and Ebenezer or either of them tho' three times publicly called to come into Court do not come but make default of Appearance here -

Therefore it is considered by the Court that the said Nathan do recover ag<sup>t</sup> the said Samuel and Ebenezer fourteen pounds six shillings and one penny of lawful money Damages and Cost of Suit taxed at one pound nineteen shillings and ten pence thereof he may have his Execution. After all this the said Samuel and Ebenezer by John Worthington Esq. their Attorney come here and appeal from y<sup>r</sup>. Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for their prosecuting Appeal with effect as by the said Recognizance on file appears -

Fowler  
or  
Willson  
N. 11  
Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs James Willson the second of Blanford in the County of Hampshire Blacksmith def<sup>t</sup> in a plea of the Case for that y<sup>r</sup>. James at said Springfield on the 26<sup>th</sup> of May 1765 by his note for Value rec<sup>d</sup>. promised the said Biddad to pay him two pounds 16s on Demand with Interest but hath not done it &c. The plt. appears by John Phelps Esq. his Attorney. The said James being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said Biddad do recover against the said James Two pounds nineteen shillings and four pence one farthing of lawful money Damages and Cost of Court taxed at one pound thirteen shillings & eight pence thereof he may have his Execution in 30<sup>th</sup> May 1766 -



Thomas M. Clever of Brimfield in the County of Hampshire yeoman p<sup>l</sup>t. v<sup>s</sup> Samuel Davis of Sturbridge in the County of Worcester yeoman def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>. Samuel at said Brimfield on the Twenty second day of Jan<sup>y</sup> 1765 by his note for Value rec<sup>d</sup> promised the said Thomas to pay him Six pounds thirteen Shillings and four pence at or before the first day of December then next with lawful Interest for the same till paid yet the said Samuel tho' often requested has never paid s<sup>d</sup>. Sum or Interest afores<sup>d</sup>. but wholly deny<sup>s</sup> to do it to y<sup>e</sup> Damage of the s<sup>d</sup>. Thomas &c. The P<sup>l</sup>t. by Tim<sup>o</sup>. Danielson Gent. his attorney appears - And the s<sup>d</sup>. P<sup>l</sup>t. comes and humbly moves that the Action may be continued until the next Term of the Court that he may have opportunity to procure the service of the Officer to whom his Writ was committed & who did the service thereof to be truly and properly certified thereon & it is ordered the Action be continued accordingly for the Purpose afores<sup>d</sup>. with Cost only at this Term for the P<sup>l</sup>t. -

Biddad Fowler of Westfield in the County of Hampshire Trader p<sup>l</sup>t. v<sup>s</sup> George Granger of the same Westfield yeoman def<sup>t</sup>. in a plea of the Case for that the said George at said Westfield on the tenth of August 1765 by his note for Value rec<sup>d</sup> promised the P<sup>l</sup>t. to pay him Six pounds 14/5/2 on demand with Interest but hath not paid y<sup>e</sup> same &c. The P<sup>l</sup>t. by John Phelps Gent. his att<sup>y</sup>. appears - The said George being three times publicly called makes default of Appearance here - Therefore it is considered by the Court that the said Biddad do recover against the said George Seven pounds three Shillings and five pence two farthings of lawful money damages and Costs of Suit taxed at one pound 11/8/0 thereof he may have his Execution - Exec<sup>n</sup> is. May 30<sup>th</sup> 1766.

Whereas Nathan Biglo of the Place called Quabbin additional Grant in the County of Hampshire yeoman & John Biglo & John Biglo Jun<sup>r</sup>. both of the same place yeoman on the 2<sup>d</sup>. day of Dec<sup>r</sup> last before Josiah Dwight by one of his Maj<sup>ty</sup>s Justices of y<sup>e</sup> Peace for the said County by their Recognizance of that date acknowledged themselves to be severally indebted to our Sovereign Lord the King in the sums following to wit y<sup>e</sup>. Nathan in the Sum of £20. and y<sup>e</sup>. John and John Junior in the Sum of £10 each to be forfeited to the s<sup>d</sup>. Lord the King in case the s<sup>d</sup>. Nathan sh<sup>d</sup>. make default of appearing personally before the Court of General Sessions of y<sup>e</sup> Peace then next to be holden at Northampton in y<sup>e</sup>. County for the purposes therein mentioned - and the s<sup>d</sup>. Nathan in fact did make default of appearing before y<sup>e</sup>. said Court according to his Recognizance Therefore by the Writ of y<sup>e</sup>. Lord the King it was commanded to the Sheriff to make known to y<sup>e</sup>. said Nathan John and John Jun<sup>r</sup>. that they should before this Court to shew Cause if any they have why the s<sup>d</sup>. Lord the King sh<sup>d</sup>. not have Execution of the Sums afores<sup>d</sup>. forfeited by them as afores<sup>d</sup>. awarded against them and for Costs of this Suit - Who Returns that in Obedience to y<sup>e</sup>. same Writ he hath given notice to y<sup>e</sup>. same John Biglo and John Biglo Jun<sup>r</sup>. to appear before this Court to answer to y<sup>e</sup>. Writ but y<sup>e</sup>. the said Nathan he could not find in his Precinct - And Moses Bliss Gent. who for our s<sup>d</sup>. Lord the King in this behalf prosecutes now comes here - but the s<sup>d</sup>. John Biglo and John Biglo Jun<sup>r</sup>. tho' three times solemnly called to come into Court do not come but make default of Appearance here - Therefore it is considered that the s<sup>d</sup>. Lord the King may have the Writ of Execution in due form of Law made against the s<sup>d</sup>. John Biglo for the s<sup>d</sup>. Sum of ten pounds and against y<sup>e</sup>. John Biglo Jun<sup>r</sup>. for the s<sup>d</sup>. Sum of ten pounds by them respectively forfeited as afores<sup>d</sup>. and also for the Costs of this Suit taxed at one pound Six Shillings Eight pence -

Ex. never was taken out



182  
By Virtue of the Writ of the Lord the King issued out of the Clerk's office of this Court on the 22<sup>d</sup> day of April last Moses Marsh of Hadley and John Church of Hatfield both in the County of Hampshire Gentlemen have had it made known to them by a Deputy Sheriff of the said County to appear here & shew cause wherefore our Lord the King should not have Execution awarded ag<sup>t</sup> them and each of them for the sum of ten pounds forfeited to the s<sup>d</sup> Lord the King by reason of the default of Timothy Blake of Salem in the Province of New Hampshire by of making his personal appearance before the s<sup>d</sup> Court of General Sessions of the Peace holden at Northampton on the second Tuesday of November last to answer to such matters and things as should be objected against him on the part of the s<sup>d</sup> Lord the King for whose appearance there they by their recognizance acknowledged before Israel Williams Esq on the 28<sup>th</sup> day of Oct<sup>r</sup> last freely engaged & undertook to all which is set forth fully in a Writ - And Moses Marsh Esq. who for our Lord the King in this behalf prosecutes now comes here - The s<sup>d</sup> Moses <sup>Marsh</sup> and John <sup>Church</sup> or either of them tho' three times publicly called to come into Court do not come but make default of appearance here - Therefore it is considered That the s<sup>d</sup> Lord the King the Writ of Execution in due form of Law made may have against the said Moses Marsh for ten pounds and against the s<sup>d</sup> John Church for ten pounds forfeited by them by reason of the afores<sup>d</sup> default of the s<sup>d</sup> Tim<sup>s</sup> and also for Costs of this Suit taxed at one pound fourteen shillings. The s<sup>d</sup> forfeiture to be levied & paid agreeable to the provision of the Statute in 17<sup>th</sup> July 1766 -

Hedge  
appell<sup>t</sup>  
Rogers  
N. 17.  
Elisha Hedge of Hardwich in the County of Worcester Shopkeeper appellant vs William Rogers of Greenwich in the County of Hampshire yeoman appellee from the Judgment of Josiah Chauncy Esq one of his Majesty's Justices of the peace for the County of Hampshire at a Trial had before him at his dwelling house in Amhurst on the 26<sup>th</sup> day of March last when and where the s<sup>d</sup> Elisha was Plt and s<sup>d</sup> William defendant in a plea of the case for that the said William at s<sup>d</sup> Greenwich on the last day of May last past owed the said Elisha the sum of one pound lawful money for one Ton of english hay there before that time sold and delivered according to the Account hereto annexed and then and there in consideration thereof undertook and faithfully promised s<sup>d</sup> Elisha to pay him the same sum on demand yet said William tho' often requested has never paid of same or any part thereof & at which Trial upon the plea of the said William that he owes nothing in manner and form as the s<sup>d</sup> Hedge in his Writ has alledged Judgment was rendered by the s<sup>d</sup> Justice that the s<sup>d</sup> Elisha by his said plea should have nothing but & that s<sup>d</sup> William recover one pound 17/10 for his Costs, from which Judgment the s<sup>d</sup> Elisha appealed to this Court & recognized & And now the said parties appear. And upon the afores<sup>d</sup> plea of the s<sup>d</sup> William they severally put themselves on a Country - Thereupon the Jurors of the Jury at this time, agreeable to the form and effect of the Statute in this behalf provided, returned & impannelled being called likewise come here, who to say the Truth concerning the premises being duly sworn declare upon their oath that they find for the appellant Reversal of the former Judgment Twenty shillings Damages and Costs of Court -

Therefore it is considered by the Court that the s<sup>d</sup> Judgment of Josiah Chauncy Esq aforesaid be & it is hereby reversed & it is also considered that s<sup>d</sup> Elisha do recover against the s<sup>d</sup> William twenty shillings of lawful money Damages and nine pence, nineteen shillings & eight pence allowed him with his Consent for Costs of this Suit & thereof he may have his Execution &c  
Es. v. Sept. 27<sup>th</sup> 1766 -



Moses Scott of Bernardston in the County of Hampshire yeoman p<sup>l</sup>t. vs. Elijah Scott of South Hadley in the same County yeoman. Deft. in a plea of assumpsit for that said Elijah at s<sup>d</sup>. Bernardston on the 7<sup>th</sup> Day of August 1764 by his note for Value rec<sup>d</sup>. promised said Moses to pay him sixteen Bushels of good salt & of Value of 5<sup>s</sup>. by the bushel & deliver y<sup>e</sup> same in Casks at a place called Deerfield Cheapside in Deerfield in s<sup>d</sup>. County by the 30<sup>th</sup> of Sept. then next where he says he has been always ready to receive y<sup>e</sup> salt but y<sup>e</sup> s<sup>d</sup>. Elijah hath performed in no part &c. The said Moses appears by Simeon Strong Gent. his Att<sup>y</sup>. The s<sup>d</sup>. Elijah being three times publicly called makes default of appearance here &c. Therefore it is considered by the Court that y<sup>e</sup> s<sup>d</sup>. Moses do recover against the said Elijah four pounds of lawful money Damages and Cost of Suit taxed at two pounds 8<sup>s</sup>. & thereof he may have execution. *Ex. ii. 14<sup>th</sup> Oct. 1766*

Oliver Partridge of Hatfield in the County of Hampshire Esq. Sheriff of s<sup>d</sup>. County p<sup>l</sup>t. vs. Obadiah Dickinson of the s<sup>d</sup>. Hatfield Gent<sup>l</sup> & Moses Dewey of Westfield in the same County Gent<sup>l</sup>. Defendants in a plea that they render to the said Oliver one Thousand Pounds lawful money of the Province of the Massachusetts Bay which to him they owe and from him unjustly detain and whereon the s<sup>d</sup>. Oliver says that they the said Obadiah and Moses at said Hatfield on the 20<sup>th</sup> day of Jan<sup>y</sup>. 1755 by their bond in writing under their hands and Seals of that date in Court to be produced bound themselves jointly and severally to the said Oliver in the abovesaid Sum of one thousand pounds lawful money as afores<sup>d</sup>. to be paid to him on demand yet they or either of them tho' often requested have never paid or rendered the same to y<sup>e</sup> said Oliver or any part thereof but unjustly neglect and refuse to do it to the damage of y<sup>e</sup> s<sup>d</sup>. Oliver as he says £1000. And the parties now come here and humbly move that y<sup>e</sup> Action aforesaid may be continued until the next Term of this Hon<sup>ble</sup> Court without cost after this Term and it is continued accordingly.

Oliver Partridge of Hatfield in the County of Hampshire Esq. Sheriff of s<sup>d</sup>. County p<sup>l</sup>t. vs. Timothy Childs of Greenfield in the same County Gent<sup>l</sup>. Deft. in a plea of assumpsit for that y<sup>e</sup> s<sup>d</sup>. Tim<sup>l</sup> at Hatfield afores<sup>d</sup>. on the 19<sup>th</sup> of March 1755 by his note for Value rec<sup>d</sup>. promised the p<sup>l</sup>t. to pay him <sup>for his debt</sup> two pounds 13<sup>s</sup> 8<sup>d</sup> 3/4 on demand with interest & also for that y<sup>e</sup> s<sup>d</sup>. Timothy there on the 10<sup>th</sup> day of April 1758 by his other note for Value received promised the p<sup>l</sup>t. to pay him or his order one pound 6<sup>s</sup> on demand with interest &c. but not performed &c. The p<sup>l</sup>t. appears by Simeon Strong Gent. his Att<sup>y</sup>. The s<sup>d</sup>. Timothy being three times publicly called makes default of appearance here.

Therefore it is considered by the Court that the said Oliver do recover of the said Timothy six pounds nine shillings and three pence of lawful money damages and Cost of Suit taxed at two pounds & 4<sup>s</sup>. & thereof he may have execution. *Ex. ii. 9<sup>th</sup> April 1767*

John Morison late of Pelham in the County of Hampshire now Resident at Extrain in the said County Gentleman p<sup>l</sup>t. vs. Charles Stewart of Extrain afores<sup>d</sup>. yeoman. Deft. in a plea of Trespass wherein said John complains that whereas he the s<sup>d</sup>. John has always from the time of his birth hitherto behaved himself as a good liege Subject of y<sup>e</sup> Lord the King without any scandal and without any impeachment or suspicion of Robbery Theft Larceny or any other Crime whatsoever and has always behaved himself with such honesty Truth and Integrity and been free from all the aboves<sup>d</sup>. Crimes or any other Crimes whatsoever that by his Justice Truth and Integrity and by his good and honest Conversation aforesaid he has obtained a good fame and Character and has been well reputed of among



esteemed by all the good Subjects of y<sup>e</sup> Lord the King to whom he was  
 known and whereas the said John on the first day of January last past was  
 Stewart and ever since has been a preacher of Gods word and a candidate for y<sup>e</sup> Gospel  
 Ministry duly qualified and authorized for said Office and Employment during  
 the whole of which time he has been employed in teaching and preaching Gods  
 word and the Truths contained in the Gospel which office and Employment he  
 has used and performed with so much Skill and Integrity that he thereby ob-  
 tained the Character of a pious learned able faithful sober & virtuous preacher  
 of the Gospel and was reputed and esteemed a person every qualified for a  
 minister according to the Law of this Province by all the good Subjects of y<sup>e</sup> said  
 Lord the King to whom he was known. Nevertheless the said Charles not ignorant  
 of the Premises but envying the Good fame and Character of the said John and wickedly  
 and maliciously intending not only wholly and totally to destroy the Good name &  
 Reputation of said John and him the said John to bring into great Disgrace Scandal  
 and Contempt among all the liege Subjects of the said Lord the King but also him  
 the said John of his said Office and Employment wholly to deprive and him from  
 being improved and settled in the ministry within this Province to prevent  
 and hinder did at Colrain afores<sup>d</sup> on the 18<sup>th</sup> day of March 1766 in the sixth year of  
 the Reign of the said Lord the King in the presence and hearing of Joseph Stewart &  
 of divers others the liege Subjects of the S<sup>d</sup> Lord the King speak utter and loudly pronounce  
 of and concerning the said John the following false feigned and scandalous words  
 viz I, meaning said Charles, say that you, meaning said John, are both a liar and  
 a Robber and you, meaning said John, preach no Gospel Truths, And also the following  
 false and scandalous words viz you, meaning said John, are a liar, meaning that S<sup>d</sup>  
 John had lied and told lies and did usually tell Lies from the pulpit in his preaching  
 and public Sermons, Also these false and scandalous words viz you, meaning S<sup>d</sup> John,  
 are a Robber. Also these false and scandalous words viz you, meaning said John,  
 preach no Gospel Truths by means of which speaking uttering and pronouncing  
 the false feigned and scandalous words aforesaid the said John says he not only lost  
 the Good fame Character and Reputation which he used to have among all the  
 liege Subjects of y<sup>e</sup> said Lord the King but also from his said business of preaching  
 is greatly impeded and hindered and the Support and Subsistence which he would  
 have had and received in and by his said business and employment if the said  
 scandalous Words and detestable Lies had not been spoken and published concerning  
 him he has wholly lost and also by means thereof the liege Subjects of y<sup>e</sup> Lord the  
 King have withdrawn themselves and do daily more and more withdraw themselves  
 from the Company of said John and refuse to converse with him or employ him  
 in his said business of teaching and preaching so that he is not likely ever to be  
 improved and settled in the Gospel Ministry all which is to y<sup>e</sup> Damage of the said  
 John as he says the sum of £100. The plaintiff by Simon Strong Gent. his Att<sup>r</sup>  
 appears - And the said Charles by John Worthington and Joseph Hawley Esq<sup>r</sup>  
 his Attornies comes and Resolving liberty to waive the following plea and to plead  
 anew after the Appeal and also to give any matter in evidence to the Jury un-  
 der the following plea which would be good if specially pleaded defends and  
 says that he is not guilty in manner and form as is within alledged against  
 him and thereof puts himself on the Country - And the Plt. agreeing w<sup>th</sup> y<sup>e</sup>  
 Charles's Reputation likewise doth the same - Thereupon the Jurors of y<sup>e</sup> Jury  
 at this time agreeable to y<sup>e</sup> form and effect of the Statute in this behalf provided,  
 returned and empanelled being demanded likewise now come, who to say  
 The



the truth concerning the premises being duly sworn declare upon their oaths <sup>or</sup> that they find the said defendant is guilty of speaking these false words following <sup>or</sup> of the Plt. viz you, meaning the Plt., are a liar, and also that the defendant is <sup>Stewart</sup> guilty of speaking these false words following of the Plt. viz you, meaning the Plt. <sup>21</sup> preach no Gospel Truths, and also these other false words following viz you, meaning the Plt. are a Robber, meaning and speaking of the Plaintiff's coming into the Gospel <sup>work</sup> ministry unadvisedly and in a way not warranted by the Gospel and so getting money from the people with whom he preached without Right, And the Jury assess the Damages which the said John has sustained by reason of the defendant's speaking the aforesaid words at nine pounds which sum they find for the Plaintiff and Costs and as to all the other words which the defendant is charged of speaking in the Plaintiff's declaration they find the Defendant is not guilty.

Therefore it is Considered by the Court that the said John do recover against the said Charles nine pounds of lawful money damages and Costs of this Suit taxed at  $\text{\pounds} 1$  no bill filed

Hezekiah Smith of South Hadley in the County of Hampshire Gent. Plt. vs John Rugg of the same place yeoman def. in a plea of the case for that if <sup>or</sup> John then on the <sup>14<sup>th</sup></sup> of November 1763 by his note for Value rec. promised the Plt to pay him <sup>Rugg</sup> of Value of four pounds in sugar and deliver the same at Weathersfield & within six days & and if Value of & lawful interest of the  $\text{\pounds}$  sum if not then paid in sugar also but as on file. The Plt. appears by Mr. Simeon Strong his Att. The said John being three times publicly called makes default of appearance here. Therefore it is considered by the Court that if said Hezekiah with his agent do recover against the said John two pounds eight shillings and ten pence of lawful money damages & Cost of Suit taxed at one pound  $\text{\pounds} 1/10$  & thereof &c. <sup>22</sup> In  $\text{\pounds}$  ii. the 19<sup>th</sup> Sept. 1766.

Joseph Chamberlain of Sunderland in the County of Hampshire & province of the Massachusetts bay yeoman Plt. vs John Hill of Windsor in the County of Hartford & Colony of Connecticut yeoman def. in a plea of the case for that if <sup>or</sup> John at said <sup>Chamberlain</sup> Sunderland on the 20<sup>th</sup> of May 1763 by his note for Value rec. promised the Plt. to <sup>Hill</sup> pay him the Value of thirty pounds in good west India Rum & sugar and deliver the same to him at his <sup>23</sup> if <sup>or</sup> John's dwelling house in Windsor at if market price within six days, as appears at large in the Wit. The Plt. by Simeon Strong Gent. his Att. appears. The <sup>or</sup> John being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that if said Joseph with his own consent do recover against the <sup>or</sup> John nine pounds and ten shillings of lawful money damages and Cost of Suit taxed at two pounds three shillings and six pence & thereof he may have his  $\text{\pounds}$  i. 3<sup>d</sup> June 1766.

Aaron Nash of South Hadley in  $\text{\pounds}$  County of Hampshire Jur. & yeoman Plt. vs Job Nash Alford Gent and Azariah Alford yeoman both of Springfield in  $\text{\pounds}$  County of <sup>Alford</sup> Hampshire def. in a plea of the case for that they at <sup>Alford</sup> Springfield on the first of March 1765 by their note for Value rec. promised if said Aaron to pay him fourteen pounds <sup>24</sup> & on demand with interest &c as on file. The Plt. by Daniel Hitchcock Gent. his Att. appears. The <sup>or</sup> Job & Azariah or either of them the three times solemnly called do not come here but make default of appearance. Therefore it is considered by the Court that the <sup>or</sup> Aaron do recover against the said Job and Azariah fifteen pounds nine shillings and two pence one farthing of lawful money damages and Costs of Suit taxed at one pound  $\text{\pounds} 1/10$  & thereof he may have his  $\text{\pounds}$  i. June 14<sup>th</sup> 1766.



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Belling  
vs  
Jones  
N<sup>o</sup> 25

Fellows Belling of Sunderland in the County of Hampshire gentleman  
vs William Jones of Hadley in the same County yeoman debt in a plea that  
the said William render to the said Fellows ten pounds 7<sup>s</sup> lawful money which  
to said Fellows he owes and from him unjustly detains and whereon <sup>late</sup> the said Fellows  
says that at an Inferiour Court of Common Pleas holden at Springfield within  
and for the County of Hampshire on the last Tuesday of August in the fourth  
year of the reign of the Lord the king that now is by the Judgment of <sup>the</sup> same Court  
reversed Judgment against the <sup>late</sup> William, by the name of William Jones of  
Hadley in the County of Hampshire yeoman eight pounds of lawful money for  
his Damages by reason of the said William's not performing his promise before  
that time made to the said Fellows and also one pound 19<sup>s</sup> like money for Cost &  
Charges by him about his suit in that behalf expended Whereof the <sup>late</sup> William  
is convicted as by the record thereof in the said Inferiour Court there remaining  
is fully manifest and appears Which Judgment yet remains in its full force  
and effect not satisfied nor reversed And altho the <sup>late</sup> Fellows afterwards viz on  
the tenth day of September 1764 sued out the Writ of Execution thereon  
yet the said Sum so as afores<sup>d</sup> recovered were never levied thereby & the same  
is long since returned wholly unsatisfied and the same Sum wholly unpaid  
and altho' the said Fellows after their Return of the said first Writ of Execution  
afterwards viz on the 15<sup>th</sup> day of November 1764 sued out the alias Writ of Ex<sup>e</sup>  
on the same Judgment yet the said Sum so as afores<sup>d</sup> recovered were never levied  
thereby and the same is long since returned wholly unsatisfied and the same  
Sum wholly unpaid whereby action hath accrued to the <sup>late</sup> Fellows to demand  
and have of the <sup>late</sup> William the <sup>late</sup> Ten pounds 7<sup>s</sup> never theless the <sup>late</sup> William  
tho often requested hath never paid the <sup>late</sup> Sum or any part thereof but un-  
justly neglects it to the Damage of the <sup>late</sup> Fellows &c. The <sup>late</sup> Fellows by Dan<sup>l</sup>  
Hitchcock Gent. his attorney comes here & humbly moves the action may be  
continued because he says the said William is out of this Province & And the <sup>late</sup>  
Parties have a day before <sup>the</sup> Lord the king here until <sup>the</sup> last Tuesday of August next

Porter  
vs  
Sherman  
N<sup>o</sup> 26

Nearas Porter of Hadley in the County of Hampshire Esq<sup>r</sup> vs Samuel Sherman of  
Ware in the County of Hampshire Husbandman debt in a plea that the <sup>late</sup> Samuel  
render to the P<sup>l</sup>t. £172. 11<sup>s</sup> 8<sup>d</sup>. which W<sup>o</sup> p<sup>l</sup>t he owes for this to wit that on the 13<sup>th</sup> day  
of July 1761 by his bond duly executed & in Court to be produced he bound himself by  
the name of Samuel Sherman of Ware River Parish to & p<sup>l</sup>t to pay him <sup>the</sup> <sup>late</sup> Sum  
on Demand & as may be seen in the Writ - The P<sup>l</sup>t by Nisha Porter Gent. his Att<sup>r</sup>  
appears - The <sup>late</sup> Samuel being three times publicly called makes default of ap-  
pearance here - Therefore it is considered by the Court that the <sup>late</sup> Nearas recover  
against the said Samuel One hundred and eleven pounds ten Shillings and  
Six pence two farthings of lawful money debt (being the Sum due upon an equita-  
ble Chancery of <sup>the</sup> <sup>late</sup> Bond) and Cost of Suit taxed at one pound 15<sup>s</sup> 10<sup>d</sup> thereof &  
Ex<sup>d</sup> June 16<sup>th</sup> 1766

King  
vs  
Shaw  
N<sup>o</sup> 27

John King of Palmer in the County of Hampshire Gentleman and one of the  
Deputy Sheriffs of the <sup>late</sup> County, P<sup>l</sup>t. vs William Shaw of Palmer afores<sup>d</sup> yeoman  
debt in a plea of the Case for that <sup>late</sup> William on the 30<sup>th</sup> July 1762 by his note for  
Value rec<sup>d</sup> promises the P<sup>l</sup>t. ten pounds 13<sup>s</sup> by the first of Feb<sup>y</sup> then next &c - The P<sup>l</sup>t  
being three times publicly called to come and prosecute this Action is Non suit &  
the said William is in like manner defaulted & the Action is discontinued



James Nivins of Greenwich in the County of Hampshire Gent. p<sup>l</sup>t. vs Robert Brattan  
of Palmer in y<sup>e</sup> said County yeoman an d<sup>e</sup>ft in a plea of the Case for that y<sup>e</sup> Robert at ~ {Nivins  
vs  
Brattan  
the p<sup>l</sup>t. to pay him or his order <sup>as on file</sup> thirteen pounds 3/6 by the 27<sup>th</sup> day of Oct: 1764 by his note for Value rec<sup>d</sup>. promised {  
y<sup>e</sup> Note with Interest ~ The p<sup>l</sup>t. comes here in his proper person - The s<sup>r</sup> Robert  
being three times publicly called to come into Court makes default of appearance here. N<sup>o</sup> 28

Therefore it is Considered by the Court that the s<sup>r</sup> James with his assent do re-  
cover against the s<sup>r</sup> Robert ten pounds Seven Shillings, and one penny three farthings  
of lawful money Dam<sup>s</sup> & Cost of Suit taxed at one pound 9/8. & therefor {Green in Duke  
4<sup>th</sup> 1766

James Nivins of Greenwich in the County of Hampshire Gentleman p<sup>l</sup>t. vs Tho<sup>s</sup> {Idem  
Wallis of South Brimfield in the same County Physician d<sup>e</sup>ft. in a plea of y<sup>e</sup> Case for that {Wallis  
the s<sup>r</sup> Thomas at South Brimfield afores<sup>d</sup>. on the second day of January last by one note un- N<sup>o</sup> 29  
der his hand of that Date for Value received promised the s<sup>r</sup> James to pay him six pounds  
money at or before <sup>the 1<sup>st</sup> day of</sup> this instant m<sup>o</sup>ny And also for that y<sup>e</sup> s<sup>r</sup> Thomas at South Brimfield  
afores<sup>d</sup>. on the same second day of Jan<sup>y</sup> afores<sup>d</sup>. by one other note under his hand for Value  
received promised said James to pay him or order Seven pounds 10/ at or before the first  
day of March then next or deliver to him the s<sup>r</sup> James at May<sup>s</sup> Sawmill in s<sup>r</sup> South-  
Brimfield two thousand and a half meaning two thousand five hundred feet of good  
white pine boards clear of Waste or the best of White pine boards yet the s<sup>r</sup> Thomas tho'  
requested hath never delivered the s<sup>d</sup> boards tho' the said James was always ready to re-  
ceive y<sup>e</sup> same at the s<sup>r</sup> May<sup>s</sup> mill afores<sup>d</sup>. nor hath the s<sup>r</sup> Thomas any way fulfilled ei-  
ther of his afores<sup>d</sup>. promises but neglects to do it to the damage of the s<sup>r</sup> James & th<sup>e</sup>

The p<sup>l</sup>t. appears in his proper person - The said Thomas tho' three times publicly  
called to come into Court both not come but makes default of Appearance here -

Therefore it is Considered by the Court that the s<sup>r</sup> James do recover against the said  
Thomas thirteen pounds ten Shillings of lawful money Damages and Cost of Suit taxed  
at one pound 11/ & therefor - After this now at this time comes here the s<sup>r</sup> Thomas by  
Timothy Danielson Gent. his Attorney and appeals from the Judgment of this Court  
to the Superior Court of Judicature to be holden at Springfield within and for the  
County of Hampshire afores<sup>d</sup>. and he recognizes with sureties as the Law directs for  
the said Thomas prosecuting the appeal with effect as by y<sup>e</sup> Recognizance on file  
appears -

Continued from the last Term and entered here by reason of a misfiling &c -

Peter Marshall of Sunderland in the County of Hampshire yeoman appellant vs Noah {Marshall  
Baker of Sunderland afores<sup>d</sup>. yeoman appellee from the Judgment of Samuel Mather by {app<sup>t</sup>  
one of his Majesty's Justices of the Peace for the s<sup>r</sup> County at a Court holden by him at his {Baker  
dwelling house on Tuesday the 21<sup>st</sup> day of Nov: 1765 when and where the said Noah was  
Plaintiff and the s<sup>r</sup> Peter defendant in a plea of Tresp<sup>as</sup> on the Case wherein the said  
Noah complains of the s<sup>r</sup> Peter for this to wit that whereas the said Noah was on the 17<sup>th</sup>  
day of Oct: afores<sup>d</sup>. at Sunderland afores<sup>d</sup>. possessed of five young swine of the price & value  
of forty Shillings lawful money as of the goods and Chattels of him the s<sup>r</sup> Noah being so  
thereof possessed the said Noah casually lost the said Swine out of his hands & Possession  
Which said Swine so lost afterwards viz on the 17<sup>th</sup> day of Oct: afores<sup>d</sup>. at Sunderland  
afores<sup>d</sup>. came by finding into the hands and Possession of the s<sup>r</sup> Peter never theless  
the said Peter knowing the Swine afores<sup>d</sup>. to be the swine of the said Noah and to the said  
Noah of right to belong and appertain and contriving and fraudulently intending the  
said Noah of the swine afores<sup>d</sup>. craftily and subtilly to deceive and defraud the s<sup>r</sup> Noah  
to the said Noah altho' often required has not yet delivered but the said Swine afterwards  
brought



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Marshall  
app't  
Baker  
To wit on the 17<sup>th</sup> day of October afores<sup>d</sup> at Sunderland afores<sup>d</sup> to his own proper use  
converted and disposed to the carriage of the said Noah Baker forty Shillings -  
At which Court the s<sup>d</sup> Peter reserving Liberty to give any special matter in  
evidence under the general Issue pleaded that he was not guilty in manner and  
form as the s<sup>d</sup> Peter in his Declaration had alleged against him and thereof the  
Parties were at Issue before the s<sup>d</sup> Justice and Judgment was by the s<sup>d</sup> Justice  
then rendered that the s<sup>d</sup> Noah recover 20<sup>s</sup> 7<sup>d</sup> and his Costs from which Judgment  
the s<sup>d</sup> Peter appealed to the then next inferior Court &c and by consideration  
of that Court the action was on motion of s<sup>d</sup> Appellant then continued to this  
time And now the s<sup>d</sup> Peter being three times publicly called is Nonfit and  
the s<sup>d</sup> Noah being likewise called is Defaulted and the action is dismissed

Rogers  
appellant  
or  
Gibbs  
N<sup>o</sup> 30.  
William Rogers of Greenwich in the County of Hampshire yeoman appellant  
or John Gibbs of Greenwich afores<sup>d</sup> yeoman appellee from the Judgment of Josiah  
Chauncy Esq one of his majesty's Justices of the Peace for the s<sup>d</sup> County upon a Trial  
by him at his dwelling house in Amhurst on Monday the 28<sup>th</sup> day of April last  
when and where the said John was plaintiff and the s<sup>d</sup> William defendant in  
a plea wherefore the said William willingly and willingly without leave first  
obtained and with force and arms set fire in the woods and land lying in common  
within the bounds of said town of Greenwich contrary to one Law of this Province  
in that Case made and provided and whereon said John complains and says  
that said William at said Greenwich on the 23<sup>rd</sup> day of April last past did with  
force and arms willingly and willingly set and kindle fire in woods and Land  
lying in common in the bounds of s<sup>d</sup> Greenwich that is to say in a certain Tract of  
Land called the meeting house plain and lying near and adjoining to the publick  
meeting house in said Greenwich without any leave first had from s<sup>d</sup> town of  
Greenwich or from the Proprietors or Owners of the same woods or Land by burning  
spreading and running of which fire so set and kindled as afores<sup>d</sup> in s<sup>d</sup> Woods & Land  
great loss and damage accrued to the owners and Proprietors thereof contrary to the  
form and effect of one law of this Province at the Massachusetts bay in such Cases made  
and provided and against the peace of the Lord the King and whereon said John further  
says that by virtue and force of one Law of this province in that Case provided the s<sup>d</sup>  
William by setting and kindling said fire in manner afores<sup>d</sup> forfeited and became  
liable to pay to said John, who now sues and prosecutes for the same, the sum of 40<sup>s</sup>  
lawful money of s<sup>d</sup> Province yet said William tho' often requested hath never paid  
the same or any part thereof but wholly neglects and refuses to do it to s<sup>d</sup> damage of  
the said John the sum of forty Shillings - At which Trial the s<sup>d</sup> William and  
John were at Issue upon the plea of s<sup>d</sup> William then rendered that he the said  
William is not guilty in manner and form as the s<sup>d</sup> John against him has  
alleged And thereupon Judgment was then rendered by the said Justice that  
the s<sup>d</sup> John recover the sum of 20<sup>s</sup> damages and his Costs of Suit from which  
Judgment the s<sup>d</sup> William appealed to this Court &c And now come here the s<sup>d</sup>  
William and the s<sup>d</sup> John And the s<sup>d</sup> William now of his plea afores<sup>d</sup> puts  
himself upon the country, and the s<sup>d</sup> John likewise - Thereupon the Jurors  
of the Jury at this time, according to the form and effect of the Statute of this pro-  
vince in this behalf provided, returned and impanelled, being demanded likewise  
now come Who to declare the Truth concerning the Premises being duly sworn  
say upon their Oath that they find for the s<sup>d</sup> William & Appellant Reversion  
of the



of the former Judgment and Cost of Court. Therefore it is considered by the Court that the said Judgment of the said Justice be and it is hereby reversed. And that the<sup>r</sup> William do recover against the said John Seven pounds and eight pence of lawful money allowed him with his consent for his Cost & Expenses in defending this Suit and thereof he may have his Execution &c. In. w. 11<sup>th</sup> June 1766.

John the yeoman and Justice the Gent<sup>l</sup> both of Springfield in y<sup>e</sup> County of Harp<sup>s</sup> shire p<sup>l</sup>t<sup>r</sup> vs Joel the of y<sup>e</sup> Springfield yeoman def<sup>t</sup> in a plea of the Case for that the said Joel at said Springfield on the 25<sup>th</sup> day of December Anno Domini 1762 by his note under his hand of that Date for Value there received promised one Jedediah Bliss to pay him or his order two pounds nine Shillings and Six pence in English Goods on Demand and which said note the said Jedediah afterwards to wit on the 31<sup>st</sup> day of January Anno Domini 1763 by his Indorsement under his own hand of that Date indorsed over to the said p<sup>l</sup>t<sup>r</sup> and thereby ordered the contents of said note then wholly due and unpaid to be paid to the p<sup>l</sup>t<sup>r</sup> of all which the s<sup>d</sup> Joel instantly had notice and so became liable to pay the contents of said note to the s<sup>d</sup> p<sup>l</sup>t<sup>r</sup>. Afterwards viz on the twenty first day of April Anno Domini 1766 by a certain memorandum on the bottom of said note said Joel then and there promised the p<sup>l</sup>t<sup>r</sup> to allow and pay to y<sup>e</sup> Plaintiffs interest on said note after twelve months from the date of said note also for that the said Joel at said Springfield on the second day of March 1765 by one other note under his hand of that Date for Value received promised the Plaintiffs to pay them eighteen pounds 4/12<sup>s</sup> on Demand with use. Also for that the s<sup>d</sup> Joel at s<sup>d</sup> Springfield on the 27<sup>th</sup> day of March 1765 by one other note in writing under his own hand of that Date for Value there received promised the Plaintiffs to pay them nineteen Shillings and Six on Demand with use. Also for that the s<sup>d</sup> Joel at s<sup>d</sup> Springfield on the twenty first day of April last past by one other note in Writing under his own hand of that Date for Value there received promised the Plaintiffs to pay them three pounds 12<sup>s</sup> on Demand with use yet the s<sup>d</sup> Joel tho' often thereto requested hath never fulfilled either of his s<sup>d</sup> Promises to the Plaintiffs or either of them or paid either of said Sums or interest or any part thereof to the p<sup>l</sup>t<sup>r</sup> but hitherto hath and still doth neglect and deny to do it to the damage of the p<sup>l</sup>t<sup>r</sup> as they say the Sum of £30.

The p<sup>l</sup>t<sup>r</sup> appear by the said Justice the. The said Joel being three times publicly called to come into Court makes default of Appearance here.

Therefore it is considered by the Court that the said John and Justice do recover against the said Joel the sum of twenty two pounds and Six pence two farthings of lawful money Damages and Cost of Suit taxed at one pound Seven Shillings and eleven pence of the like money and thereof they may have their Execution &c. After all which the s<sup>d</sup> Joel by John Worthington by his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Harp<sup>s</sup> shire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the Law directs for the said Joel's prosecuting his appeal with effect there as by the same Recognizance on file in this Case is to be seen.



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John Van Horne of Springfield in the County of Hampshire Physician and  
Executor of the last will and Testament of Christian Van Horne late of the said  
Springfield yeoman de<sup>d</sup> p<sup>t</sup> vs Aaron Van Horne of y<sup>e</sup> Springfield yeoman  
deft in a plea of the Case for that y<sup>e</sup> Aaron there on y<sup>e</sup> 28<sup>th</sup> of April 1763 by his note  
for Value rec<sup>d</sup> promised the s<sup>d</sup> Christian then living to pay him four pounds 4s on  
demand with interest till paid Also for y<sup>e</sup> y<sup>e</sup> Aaron there on y<sup>e</sup> first of July  
1763 by his other note for Value rec<sup>d</sup> promised the s<sup>d</sup> Christian then living to pay  
him or his order thirteen pounds 12s within six months from y<sup>e</sup> date of y<sup>e</sup> note with  
the lawful Interest till paid Also for that said Aaron there on the first of Oct<sup>r</sup>  
1763 by his other note for Value rec<sup>d</sup> promised y<sup>e</sup> same Christian then living to  
pay him three pounds on demand with interest but never the same to y<sup>e</sup> s<sup>d</sup>  
Christian while living nor to y<sup>e</sup> Executors since his death & the p<sup>t</sup> appears by  
Justin Dy. Esq<sup>r</sup> his attorney the s<sup>d</sup> Aaron being three times publicly called to  
come into Court makes default of appearance here. Therefore it is con-  
sidered by the Court that the said John as his executor as afores<sup>d</sup> do recover  
agt<sup>e</sup> the said Aaron Twenty four pounds eight Shillings and four pence one  
farthing of lawful money damages and costs of Court taxed at one pound  
eight Shillings and four pence & thereof he may have Ex<sup>ce</sup> June 17<sup>th</sup> 1766.

Day  
vs  
Leonard  
N<sup>o</sup> 32  
Benjamin Day of Springfield in the County of Hampshire Gentleman  
p<sup>t</sup> vs Joseph Leonard Sen<sup>r</sup> of y<sup>e</sup> Springfield yeoman deft in a plea of y<sup>e</sup> Case  
for that said Joseph at said Springfield on the 20<sup>th</sup> day of March Anno  
Domini 1765 by his promissory note in Writing under his own hand of that  
Date for Value rec<sup>d</sup> promised the s<sup>d</sup> Benjamin to pay him nine pounds 5s  
money on demand with interest till paid yet the s<sup>d</sup> Joseph tho<sup>t</sup> often requested  
hath never paid said sum or Interest or any penny thereof to the p<sup>t</sup>.  
but doth neglect and deny to do it to his damage of y<sup>e</sup> Benjamin £12.  
The parties come here and humbly pray they may have a farther day  
before the Lord the King here until the Last Tuesday of August next ensuing &  
It is granted them

Mills  
vs  
Hobbs  
N<sup>o</sup> 34  
Ebenezer Mills of Sandisfield in the County of Berkshire Gent<sup>l</sup> p<sup>t</sup> vs Elijah  
Hobbs of Westfield in the County of Hampshire yeoman deft in a plea of  
the Case for that y<sup>e</sup> Elijah at y<sup>e</sup> Westfield on y<sup>e</sup> 14<sup>th</sup> of Feb<sup>r</sup> 1764 by his note for  
Value rec<sup>d</sup> promised the p<sup>t</sup> to pay three pounds 15s by y<sup>e</sup> first of June then next  
with y<sup>e</sup> lawful Interest till paid but has failed to do so the p<sup>t</sup> by John Phelps  
Gent<sup>l</sup> his att<sup>r</sup> appears. The s<sup>d</sup> Elijah being three times publicly called to come  
into Court makes default of appearance here. Therefore it is considered by  
the Court that the s<sup>d</sup> Ebenezer do recover against the s<sup>d</sup> Elijah four pounds  
five Shillings & seven pence three farthings of lawful money and Cost of Court  
taxed at two pence & 2d thereof &c Ex<sup>ce</sup> 10<sup>th</sup> Jan<sup>r</sup> 1767.

Bray  
vs  
Van Horne  
N<sup>o</sup> 35  
Josiah Bray of Woburn in y<sup>e</sup> County of Suffolk Tinner p<sup>t</sup> vs Aaron Van Horn  
of Springfield in y<sup>e</sup> County of Hampshire Blacksmith deft in a plea of y<sup>e</sup> Case for  
that the said Aaron at y<sup>e</sup> Springfield on the Last of March last by his note for Value  
rec<sup>d</sup> promised the p<sup>t</sup> to pay him twenty four pounds 10s by the first of the then next  
may with y<sup>e</sup> lawful Interest &c as in y<sup>e</sup> Writ. The p<sup>t</sup> by John Phelps Gent<sup>l</sup> his  
att<sup>r</sup> appears. The said Aaron being three times publicly called to come into  
Court doth not come but makes default of appearance here. Therefore







127  
Church  
in  
Vanhorn  
N<sup>o</sup> 39.  
to pay him the same on demand but hath not done as in writ. The p<sup>l</sup>t appear  
by Jonathan Blip Gent<sup>r</sup> his Att<sup>r</sup>. The s<sup>d</sup> Aaron being three times publicly called  
to come into Court makes default of Appearance here. Therefore it is considered  
by the Court that y<sup>e</sup> s<sup>d</sup> Moses do recover against the said Aaron five pounds and  
five pence of lawful money Damages and Cost of Court taxed at One pound Seven  
Shillings & 2<sup>d</sup> thereof &c. Ex<sup>ra</sup> in 17<sup>th</sup> June 1766.

Blip  
et al  
vs  
Colton  
N<sup>o</sup> 40.  
Luke Blip Gentleman and Lewis Blip Gent<sup>r</sup> both of Springfield in y<sup>e</sup> County of  
Hampshire p<sup>l</sup>t vs Charles Colton of same town yeoman def<sup>t</sup> in a plea of Case for y<sup>e</sup>  
thes<sup>d</sup> Charles there on the 31<sup>st</sup> of July last by his note for Value rec<sup>d</sup> promised the p<sup>l</sup>t to  
pay them twenty pounds & 12<sup>d</sup> on demand with interest but hath not done as in y<sup>e</sup> Writ  
The p<sup>l</sup>t appear by Jonathan Blip Gent<sup>r</sup> their Att<sup>r</sup>. The s<sup>d</sup> Charles being three times  
publicly called makes default of Appearance here. Therefore it is considered by  
the Court that the s<sup>d</sup> Luke and Lewis do recover against y<sup>e</sup> s<sup>d</sup> Charles twenty one  
pounds twelve Shillings and two pence of lawful money Damages and Cost of Suit  
taxed at one pound 6<sup>d</sup> 10<sup>d</sup> thereof they may have &c. Ex<sup>ra</sup> in 17<sup>th</sup> June 1766.

Idem  
vs  
Stedman  
N<sup>o</sup> 41.  
Luke Blip Gent<sup>r</sup> & Lewis Blip Gentleman both of Springfield in y<sup>e</sup> County of  
Hampshire p<sup>l</sup>t vs Phineas Stedman of said Springfield yeoman def<sup>t</sup> in a plea  
of the Case for that the said Phineas on the thirtieth day of April last at s<sup>d</sup> Spring-  
field owing the said Luke and Lewis eight Pounds 12<sup>d</sup> lawful money to balance the  
Ac<sup>t</sup> annexed to the p<sup>l</sup>t Writ y<sup>e</sup> said Phineas in consideration thereof promised to  
pay them the same on demand yet the s<sup>d</sup> Phineas the s<sup>d</sup> often requested hath not  
paid the same but neglects it to y<sup>e</sup> Damage of the s<sup>d</sup> Luke & Lewis as they say &c.  
The p<sup>l</sup>t appear by Jon<sup>s</sup> Blip Gent<sup>r</sup> their Attorney. The said Phineas tho<sup>se</sup> three  
times solemnly called to come into Court doth not come but makes default of appear-  
ance here. Therefore it is considered by the Court that the said Luke and Lewis  
do recover against the s<sup>d</sup> Phineas eight Pounds twelve Shillings & eleven pence of  
lawful money Damages and Cost of Suit taxed at one pound Seven Shill & six pence  
& thereof. After this now at this time comes here the s<sup>d</sup> Phineas by John  
Worthington by his Attorney and appeals from the judgement of this Court to the  
Superior Court of Judicature to be holden at Springfield within and for the  
County of Hampshire on the fourth Tuesday of September next ensuing and  
heresby recognizes with Sureties as the Law directs for the s<sup>d</sup> Phineas's prosecuting  
the Appeal with effect as by the said Recognizance on file appears.

Idem  
vs  
Cooley  
N<sup>o</sup> 42.  
Luke Blip Gent<sup>r</sup> and Lewis Blip Gent<sup>r</sup> both of Springfield in the County of Hamp-  
shire p<sup>l</sup>t vs Eliahim Cooley Jun<sup>r</sup> of said Springfield yeoman def<sup>t</sup> in a plea of  
the Case for that y<sup>e</sup> s<sup>d</sup> Eliahim there on the 20<sup>th</sup> day of July 1764 by his note for Value  
received promised to pay them five pounds 14<sup>d</sup> in wheat Rye or Indian Corn within  
two months with Interest &c as in y<sup>e</sup> Writ - but hath not done it to y<sup>e</sup> p<sup>l</sup>t Damage  
The s<sup>d</sup> Luke and Lewis by Jonathan Blip Gentleman their Attorney  
appear. The s<sup>d</sup> Eliahim tho<sup>se</sup> three times publicly called to come into Court  
doth not come but makes default of Appearance here.

Therefore it is considered by the Court of the Lord the King now here  
that the s<sup>d</sup> Luke Blip and Lewis Blip the p<sup>l</sup>t do with their consent  
Recover against the said Eliahim Cooley Junior the sum of six pounds  
five Shillings and six pence of lawful money Damages and Cost of Suit  
taxed at one pound Seven Shillings and six pence and thereof they may  
have their Rec<sup>d</sup> &c. Ex<sup>ra</sup> in 17<sup>th</sup> June 1766.



Luke Blip Gent<sup>r</sup> and Lewis Blip Gent<sup>r</sup> both of Springfield in County of Hampshire P<sup>r</sup>vt. vs Benjamin Jones of the s<sup>d</sup> Springfield yeoman def<sup>t</sup> in a plea of the Case for that the s<sup>d</sup> Benjamin on the Sixth of August 1762 at Springfield afores<sup>d</sup> by his note for Value rec<sup>d</sup> promised the s<sup>d</sup> Luke & Lewis to pay them twelve pounds 2/5 on demand with Interest &c as on file - The p<sup>r</sup>vt. by Jon<sup>a</sup> Blip Gent<sup>r</sup> their Att<sup>r</sup> appear - The s<sup>d</sup> Benjamin being three times publicly called makes default of Appearance here - Therefore it is Considered by the Court that the s<sup>d</sup> Luke & Lewis do recover against the s<sup>d</sup> Benjamin fourteen pounds Seventeen Shillings and eight pence of lawful money Damages & Costs of Suit taxed at one pound eight Shill<sup>ings</sup> & thereof &c Exon<sup>is</sup> June 17<sup>th</sup> 1766.

Luke Blip Gent<sup>r</sup> & Lewis Blip Gent<sup>r</sup> both of Springfield in County of Hampshire P<sup>r</sup>vt. vs William Shaw of Palamir in the same County yeoman def<sup>t</sup> in a plea of Case for that the said William on the 21<sup>st</sup> day of May last<sup>ly</sup> at s<sup>d</sup> Springfield by his note for Value rec<sup>d</sup> promised the p<sup>r</sup>vt. to pay them three pounds 1/11 on demand with use - And also for that y<sup>e</sup> s<sup>d</sup> William there afterwards on the first of May instant being indebted to y<sup>e</sup> p<sup>r</sup>vt. in the farther Sum of two pounds 4/4 according to y<sup>e</sup> Acit<sup>on</sup> on file in Consideration thereof he promised the p<sup>r</sup>vt. to pay them y<sup>e</sup> sum last mentioned on demand but hath not performed &c - The p<sup>r</sup>vt. appear by Mr. Jon<sup>a</sup> Blip their Attorney The s<sup>d</sup> William being three times publicly called makes default of Appearance here - Therefore it is Considered by the Court that y<sup>e</sup> said Luke and Lewis do recover against the said William five pounds nine Shill<sup>ings</sup> and one penny one farthing of lawful money Damages and Cost of Court taxed at one pound nine Shillings and ten pence & thereof &c Exon<sup>is</sup> June 17<sup>th</sup> 1766.

George Pyncheon of Springfield in the County of Hampshire Gent<sup>r</sup> P<sup>r</sup>vt. vs Aaron Vanhorn of the same Springfield yeoman def<sup>t</sup> in a plea of the Case for that y<sup>e</sup> said Aaron on the 28<sup>th</sup> day of August 1764 at Springfield afores<sup>d</sup> by his note for Value rec<sup>d</sup> promised the p<sup>r</sup>vt. to pay him forty two Shillings & 3<sup>d</sup> in six months with interest - Also for that the s<sup>d</sup> Aaron there on the 29<sup>th</sup> of Oct<sup>r</sup> 1764 by his other note for Value rec<sup>d</sup> promised the p<sup>r</sup>vt. to pay him two pounds 9/8 within eight months with lawful interest & Also for that the s<sup>d</sup> Aaron there on the first of May current owing the said George seven pounds 2/9 for sundry goods &c sold y<sup>e</sup> s<sup>d</sup> Aaron by y<sup>e</sup> s<sup>d</sup> George before that time he y<sup>e</sup> said Aaron in Consideration thereof then and there promised the said George to pay him the same on demand yet he has <sup>not</sup> paid &c as on file - The p<sup>r</sup>vt. appears by Jonathan Blip Gent<sup>r</sup> his Att<sup>r</sup> - The said Aaron being three times publicly called makes default of appearance here - Therefore it is Considered by y<sup>e</sup> Court that the said George recover against the said Aaron Twelve pounds one Shilling and eight pence of lawful money Damages and Cost of Court taxed at one pound seven Shillings and four pence & thereof &c Exon<sup>is</sup> June 17<sup>th</sup> 1766.

Thomas Barker yeoman & Abner Barker yeoman both of Springfield in the County of Hampshire P<sup>r</sup>vt. vs William Worthington of y<sup>e</sup> s<sup>d</sup> Springfield Gent<sup>r</sup> def<sup>t</sup> in a plea of Case for that said William on the Seventh day of March last past at Springfield aforesaid by his note for Value received promised to pay the p<sup>r</sup>vt. five pounds 5/6 worth of good pine boards by the twentieth of April then next with use to be delivered at Worthington mill on three mile brooks And they say they were ready there on s<sup>d</sup> Day to receive y<sup>e</sup> s<sup>d</sup> boards & then y<sup>e</sup> there requested the payment thereof but the s<sup>d</sup> William hath not paid the same &c as in y<sup>e</sup> Writ - The p<sup>r</sup>vt. appear by Jonathan Blip Gent<sup>r</sup> their Attorney The s<sup>d</sup> William being three times publicly called makes default of Appearance here.

Therefore it is Considered by the Court that the said Thomas and Abner do recover against the s<sup>d</sup> William five pounds seven Shillings and one penny of lawful money Damages and Cost of Court taxed at one pound nine Shillings and four pence and thereof they may have their Exon<sup>is</sup> &c Exon<sup>is</sup> June 17<sup>th</sup> 1766.



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Thompson } Jonathan Thompson of Brimfield in the County of Hampshire Gent. plt. vs  
Alford } Job Alford of Springfield in the County of Hampshire Gent. Def. in a plea of the case for that  
N<sup>o</sup> 47 } the said Job at Springfield aforesaid on the eleventh day of Oct. 1765 by his note  
for Value received promised the said Jonathan to pay him or order twelve pounds  
13/- by the 13<sup>th</sup> day of April then next with interest but hath not done it &  
The plt. appears by Jonathan Blip Gent. his attorney. The s<sup>r</sup>. Job being  
three times publicly called makes default of Appearance in Court  
Therefore it is Considered by the Court that the said Jon<sup>s</sup>. the plt. do recover ag<sup>t</sup>.  
the said Job thirteen pounds two shillings & four pence of lawful money damages &  
Cost of Court taxed at one pound fifteen shillings & eight pence & thereof  
Ex. ii. Sept. 19<sup>th</sup> 1766—

Brewer } Nathaniel Brewer of Springfield in the County of Hampshire yeoman plt.  
Jones } vs Benja<sup>s</sup>. Jones of s<sup>r</sup>. Springfield yeoman Def. in a plea of the case for y<sup>t</sup>. & s<sup>r</sup>. Benja<sup>s</sup>.  
N<sup>o</sup> 48 } on the 25<sup>th</sup> day of March 1760 by his note for Value received at Springfield aforesaid  
promised the plt. to pay him three pounds 5/- on Demand with Interest also for  
that of s<sup>r</sup>. Benjamin there on the 26<sup>th</sup> day of August last by his other note for  
Value received promised the plt. to pay him the farther Sum of nine Shill<sup>l</sup> and  
ten pence on demand yet hath not & as in & Writ. The plt. appears by Mr.  
Jonathan Blip his Attorney The s<sup>r</sup>. Benjamin being three times publicly  
called makes default of Appearance here. Therefore it is Considered by  
the Court that the s<sup>r</sup>. Nathaniel do recover against the said Benjamin  
four pounds eight shillings and three pence of lawful money damages and  
Cost of Court taxed at one pound eight Shill<sup>l</sup> & thereof Ex. ii. 12<sup>th</sup> Aug. 1766—

Mun } John Mun of Springfield in the County of Hampshire yeoman plt. vs Nath<sup>l</sup>.  
Williston } Williston of s<sup>r</sup>. Springfield yeoman Def. in a plea of the case for that y<sup>r</sup>. said  
N<sup>o</sup> 49 } Nathaniel at s<sup>r</sup>. Springfield on the 25<sup>th</sup> day of October 1763 by his note for Value  
Received promised the plt. to pay him or order three pounds 7/- on demand  
with interest & but hath not performed & The plt. appears by Mr. Jonathan  
Blip his attorney. The s<sup>r</sup>. Nathaniel being three times publicly called to come  
into Court makes default of Appearance here. Therefore it is Considered  
by the Court that the s<sup>r</sup>. John do recover against the s<sup>r</sup>. Nathaniel three  
pounds eighteen shillings and two pence of lawful money damages and  
Cost of Suit taxed at One pound seven Shill<sup>l</sup> & six pence & Ex. ii. 24<sup>th</sup> Nov. 1766

Bellows } Benjamin Bellows of Walpole in the Province of New Hampshire Esq. plt.  
Davis } vs Trustum Davis of South Brimfield in y<sup>e</sup>. County of Hampshire Gentleman  
N<sup>o</sup> 50 } in a plea of the Case for that said Trustum at Springfield aforesaid on the  
30<sup>th</sup> day of July 1765 by his note of that date for Value received promised  
the plt. to pay him three pounds 15/- lawful money on demand with interest  
for the same till paid yet said Trustum tho' often requested has never  
paid the contents of s<sup>r</sup>. note or any part thereof but unjustly neglects to do it  
to the damage of the said Benja<sup>s</sup>. Esq. The plt. appears by Daniel Jones  
Esq. his Att<sup>y</sup>. The s<sup>r</sup>. Trustum tho' three times publicly called to come into  
Court doth not come but makes default of Appearance here.  
Therefore it is Considered by the Court that the s<sup>r</sup>. Benjamin do recover  
against the s<sup>r</sup>. Trustum three pounds eighteen shillings and eight pence  
of Lawful money Damages and Cost of Suit taxed at Two pounds fifteen  
shillings and six pence of like money & thereof he may have his Execution  
After



After all this the <sup>d</sup> Trustees by Simeon Strong Gent<sup>l</sup> his attorney comes here and appeals from the judgement of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the <sup>d</sup> Trustees prosecuting the <sup>d</sup> Appeal with effect as by the <sup>d</sup> Recognizance on file appears —

Daniel Jones of Hindsdale in the Province of New Hampshire by pl<sup>t</sup>. vs Jon<sup>a</sup> Burkh of South brimfield in the County of Hampshire yeoman in a plea of the Case for that y<sup>e</sup> Jon<sup>a</sup> Burkh on y<sup>e</sup> 19<sup>th</sup> of March 1765 at Springfield aforesaid by this note for Value rec<sup>d</sup> promised one Josiah Willard to pay him or order thirty one pounds by y<sup>e</sup> first of January then next with Interest &c & afterwards on the 20<sup>th</sup> day of March no part of y<sup>e</sup> contents being paid y<sup>e</sup> Josiah ordered y<sup>e</sup> contents of y<sup>e</sup> note to be paid y<sup>e</sup> Pl<sup>t</sup> of which y<sup>e</sup> said Jon<sup>a</sup> afterwards had notice & as on file the Pl<sup>t</sup> appears — The <sup>d</sup> Jon<sup>a</sup> Burkh being three times publicly called makes Default of Appearance here — Therefore it is considered by the Court that the said Daniel do recover against the said Jon<sup>a</sup> Burkh Thirty three pounds & four shillings and two farthings of lawful money Damages and Costs of Suit taxed at two pounds and Seven Shill<sup>l</sup> & thereof &c In Aug<sup>st</sup> 15<sup>th</sup> 1766 —

Anna Green of Boston in the County of Suffolk widow Executrix of the last will and testament of Joseph Green late of <sup>s</sup> Boston merchant dec<sup>d</sup> Pl<sup>t</sup>. vs Nathan Alvord of South Hadley in the County of Hampshire yeoman def<sup>t</sup> in a plea that she says that said Joseph in his life time by y<sup>e</sup> name of Joseph Green of Boston in y<sup>e</sup> County of Suffolk and Province of the Massachusetts bay at a Court for y<sup>e</sup> Trial of small Causes holden at Hartford in the County of Hartford and Colony of Connecticut on y<sup>e</sup> 25<sup>th</sup> of Oct<sup>r</sup> 1762 before Thomas Seymour by one of his majesty's Justices of y<sup>e</sup> peace for y<sup>e</sup> County of Hartford Who by y<sup>e</sup> Laws and Customs of y<sup>e</sup> Colony had competent Jurisdiction therein recovered Judgement by his the said Nathan's Confession before y<sup>e</sup> Justice against him the <sup>d</sup> Nathan by y<sup>e</sup> name of Nathan Alvord of Windsor in y<sup>e</sup> County of Hartford &c sixteen pounds lawful money debt and twelve shillings for his Costs and Charges of Suit &c Which Judgement remains unsatisfied &c All which is fully set forth in y<sup>e</sup> Writ — The Pl<sup>t</sup> by Moses Bliss Gent<sup>l</sup> her Attorney appears — The <sup>d</sup> Nathan being three times publicly called to come into Court makes Default of Appearance here — Therefore it is considered by the Court that the <sup>d</sup> Anna Executrix as afores<sup>d</sup> do recover against the <sup>d</sup> Nathan nineteen pounds one shilling and six pence of lawful money debt and Costs of Suit taxed at two pounds nineteen shillings & thereof &c In Nov<sup>r</sup> 17<sup>th</sup> June 1766

Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones Gent<sup>l</sup> late of said Springfield dec<sup>d</sup> Pl<sup>t</sup> vs Jotham Hancock of Springfield afores<sup>d</sup> yeoman def<sup>t</sup> in a plea of the Case for y<sup>e</sup> said Jotham thereon y<sup>e</sup> 14<sup>th</sup> of Oct<sup>r</sup> 1754 by his note for Value rec<sup>d</sup> promised y<sup>e</sup> said Cornelius then living to pay him forty one shillings on demand with interest &c Also for that y<sup>e</sup> Jotham at said Springfield on the 2<sup>d</sup> of Oct<sup>r</sup> 1754 by his note for Value rec<sup>d</sup> promised y<sup>e</sup> Cornelius then living to pay him 12/8 on demand with interest &c Also for that y<sup>e</sup> Jotham at <sup>s</sup> Springfield on y<sup>e</sup> fourth of March 1757 by his note for Value received promised the said Cornelius then living to pay him or his order 15/ on demand with interest &c and also











190  
Smith  
vs  
Wood  
No 60  
Cost of Court taxed at One pound Twelve Shillings and Seven pence and thereof they may have their Execution & Afterwards now at this time comes here the s<sup>d</sup> Allegat in his proper person and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he obliges with Sureties as the Law directs to prosecute his appeal with effect as by the said Allegat on file appears

Jones  
vs  
Uy  
No 61  
Benjamin Day Gentleman and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will & Testament of Cornelius Jones late of said Springfield Gent<sup>l</sup> Dec<sup>d</sup> Plt<sup>r</sup> vs Joel Ely of the s<sup>d</sup> Springfield yeoman & def<sup>t</sup> in a plea of s<sup>d</sup> Case for that the s<sup>d</sup> Joel at Springfield aforesaid on the first day of Sept. 1764 by his note for Value rec<sup>d</sup> promised the s<sup>d</sup> Cornelius then living to pay him three pounds 4<sup>s</sup> 6<sup>d</sup> on demand with Interest but never paid the same to him or the s<sup>d</sup> Exec<sup>s</sup> as on file The Plt<sup>r</sup> appears by Moses Bliss Gent<sup>l</sup> their Attorney The s<sup>d</sup> Joel tho' three times publicly called to come into Court doth not come but makes default & therefore it is considered by the Court that the said Benjamin and Margaret Executors as aforesaid do recover against the s<sup>d</sup> Joel Three pounds and two farthings of lawful money Damages and Cost of Suit taxed at one pound 8<sup>s</sup> 1<sup>d</sup> & thereof &c Ex. vi. June 17<sup>th</sup> 1766.

Dwight  
vs  
Pearce  
No 62  
Seth Dwight of Somers in the County of Hampshire Gent<sup>l</sup> Plt<sup>r</sup> vs Parker Pease of s<sup>d</sup> Somers yeoman in a plea of s<sup>d</sup> Case for that the s<sup>d</sup> Parker on the first of April 1767 at Springfield aforesaid by his note for Value rec<sup>d</sup> promised s<sup>d</sup> Seth to pay him four pounds in 10 tenor bills which he says were worth twenty Shillings lawful money by 4<sup>th</sup> 20<sup>th</sup> of June then next Also for that s<sup>d</sup> Parker thereon the 26<sup>th</sup> day of December 1763 by his other note for Value rec<sup>d</sup> promised the Plt<sup>r</sup> to pay him 31<sup>s</sup> 3<sup>d</sup> on demand with Interest &c as in the Writ The Plt<sup>r</sup> appears by Moses Bliss Gent<sup>l</sup> his Att<sup>r</sup> The s<sup>d</sup> Parker being three times publicly called makes default of Appearance here Therefore it is considered by the Court that the s<sup>d</sup> Seth do recover against the s<sup>d</sup> Parker Two pounds Six Shillings and Six pence half penny of lawful money dam<sup>t</sup> &c Cost of Suit taxed at one pound 12<sup>s</sup> 10<sup>d</sup> & thereof &c Ex. vi. June 17<sup>th</sup> 1766.

Lovel  
vs  
Uy  
No 63  
Benazer Lovel of Worcester in the County of Worcester Gent<sup>l</sup> Plt<sup>r</sup> vs Joel Ely of Springfield in s<sup>d</sup> County of Hampshire yeoman & def<sup>t</sup> in a plea of s<sup>d</sup> Case for that s<sup>d</sup> Joel at said Springfield on the 28<sup>th</sup> Day of August 1765 by his note for Value rec<sup>d</sup> promised said Benazer to pay him fourteen pounds ten Shillings and four pence lawful money within two months from the date of s<sup>d</sup> note with lawful Interest for the same till paid yet said Joel tho' often requested hath not paid said Benazer s<sup>d</sup> same or any part thereof but hitherto hath and still neglects and refuses to pay him s<sup>d</sup> same w<sup>th</sup> damage of s<sup>d</sup> Benazer as he says £18.. The Plt<sup>r</sup> appears by Moses Bliss Gent<sup>l</sup> his Att<sup>r</sup> The s<sup>d</sup> Joel being three times publicly called makes default of Appearance in Court Therefore it is considered by the Court that the s<sup>d</sup> Benazer do recover ag<sup>t</sup> the s<sup>d</sup> Joel Fifteen pounds four Shillings & ten pence of lawful money Damages and Cost of Court taxed at two pounds two Shillings and four pence and thereof And after this now at this time comes here the s<sup>d</sup> Joel Ely by Dr. Worthington by his Att<sup>r</sup> and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of



of Hampshire on the fourth Tuesday of September next ensuing and here recognizes with Sureties as the Law directs for the said Joel prosecuting his appeal with effect as by the Recognizance on file appears —

Venerer Lovell of Worcester in County of Worcester Gent. p<sup>lt</sup>. vs Mary Pomeroy Idem  
of Northfield in the County of Hampshire yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff of said County deft in a plea of the Case for that the said Pomeroy at said Springfield on the 12<sup>th</sup> day of October 1763 by his note of that date for Value received promised the said Venerer to pay him thirty eight Pounds ten Shillings lawful money on Demand with lawful Interest for the same till yet the said Pomeroy tho' often requested hath never paid the same but unjustly neglects and refuses to do it to the damage of the said Venerer as he says the sum of £38 — The p<sup>lt</sup>. appears by Moses Bliss Gent. his Attorney. The s<sup>d</sup> Pomeroy tho' three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Venerer do recover against the said Pomeroy forty three pounds sixteen shillings and eight pence half penny of lawful money Damages and Costs of Suit taxed at two pounds ten shillings and two pence & thereof he may have his Execution &c —

After all which the s<sup>d</sup> Pomeroy by John Worthington Esq his Attorney comes here & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for the said Pomeroy prosecuting his appeal with effect as by s<sup>d</sup> Recognizance on file appears —

Venerer Lovell of Worcester in the County of Worcester Gent. p<sup>lt</sup>. vs Elijah Alvord of Idem  
South Hadley in the County of Hampshire yeoman deft in a plea of the Case for that the said Alvord at said Springfield on the fourth day of June AD 1762 by his note of that date for Value received promised the s<sup>d</sup> Venerer to pay him forty two pounds six shillings and two pence lawful money on Demand with lawful interest for the same till paid yet the s<sup>d</sup> Alvord tho' often thereto requested hath not paid the same or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the s<sup>d</sup> Venerer forty five pounds — The p<sup>lt</sup>. appears by Moses Bliss Gent. his Att<sup>y</sup>. The s<sup>d</sup> Alvord being three times publicly called makes default of appearance here. Therefore it is Court that the s<sup>d</sup> Venerer do recover against the said Alvord forty two pounds and two farthings of lawful money Damages and Costs of Suit taxed at two pounds and four shillings and thereof &c — After all which now at this time comes here the said Alvord in his proper person and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties according to Law to prosecute his appeal with effect as by s<sup>d</sup> Recognizance on file appears —

Abigail Sacket of Westfield in the County of Hampshire widow p<sup>lt</sup>. vs Nathaniel Phelps Sacket  
of Pittsfield in the County of Berkshire yeoman deft in a plea of the Case Whereupon s<sup>d</sup> Phelps  
said Abigail complains and says that Joseph Sacket late of s<sup>d</sup> Westfield deceased husband of the said Abigail was during her Coverture that is to say on the first of May 1740 seized in fee simple of a certain messuage lying in s<sup>d</sup> Westfield consisting of his dwelling house & three acres and three Quarters of an Acre of Land which said messuage is bounded eastwardly on Land of one Samuel Hamblit and northwardly westwardly and Southerly on a High Way & afterwards he the said Joseph died there so thereof seized and the said Abigail survived him by means whereof she was and became dowable thereof and by Law and Right ought to have her reasonable Dower which happened to her thereof assigned and rebout



191  
Tackett  
in  
Pindar  
66.  
to her by him that was or should be Tenant and seized of the freehold thereof Whenever  
he should be thereto required And afterwards viz on the first of May 1761 long after the Death  
of the<sup>r</sup>. Joseph husband of the said Abigail at Wiltfield aforesaid the<sup>r</sup>. Nathaniel was Tenant  
of the said mesuage and seized of the freehold thereof and the the<sup>r</sup>. Abigail then and there  
demanded and requested the<sup>r</sup>. Nathaniel to assign and set out to her her Dower or  
Third Part of the<sup>r</sup>. Mesuage Nevertheless he neglected and altogether refused to assign and  
set out to her the same And for more than one month next after said demand made  
neglected and refused to assign and set out to her the same And afterwards she commenced  
her Action against the said Nathaniel for Recovery thereof Whereupon it was so proceeded  
that afterwards by the Justice of the Inferiour Court of Common Pleas holden at North<sup>a</sup> in  
and for the<sup>r</sup>. County of Hampshire on the second Tuesday of February 1764 before whom  
said Action was pending Judgment was rendered against him the<sup>r</sup>. Nathaniel by  
his Default for her the<sup>r</sup>. Abigail to have and recover her reasonable Dower of and in of  
said Mesuage as appears of record And by the Laws and Statutes of this Province in  
such Cases provided she ought to have and recover of and against the<sup>r</sup>. Nathaniel  
her reasonable Damages for having kept her out of her<sup>r</sup>. Dower and for his Detention  
thereof from her from the time of her<sup>r</sup>. Demand to the time of her recovering of same  
as aforesaid which she says amount to a Sum of nine pounds & as in of Writ

The Plt. appears by Moses Bliss Gent. her Attorney & the<sup>r</sup>. Nathaniel being  
three times Publicly called makes default of Appearance in Court

Therefore it is considered by the Court that the<sup>r</sup>. Abigail with her Consent  
do recover against the said Nathaniel Six pounds of lawful money Damages &  
Cost of Suit taxed at one pound 16/2. & thereof & Ex<sup>a</sup>. in<sup>a</sup>. June 30<sup>th</sup> 1766 —

Williston  
Ashley  
N<sup>o</sup> 67  
John Williston of Springfield in the County of Hampshire yeoman plt. vs Benj<sup>a</sup>  
Ashley of the<sup>r</sup>. Springfield yeoman deft. in a plea of the case for that Whereas one  
Ebenzer Hitchcock Jun<sup>r</sup>. of the<sup>r</sup>. Springfield on the tenth day of August AD 1762 at the<sup>r</sup>.  
Springfield made his certain promissory note in writing of that date subscribed  
with his own hand and delivered the same to the<sup>r</sup>. Benjamin and thereby for  
Value received promised the<sup>r</sup>. Benj<sup>a</sup> to pay him fifty pounds six Shillings lawful  
money on demand with lawful interest for the same till paid and afterwards  
viz on the first day of June Anno Domini 1763 there the said Ebenzer paid the<sup>r</sup>.  
Benjamin twenty seven pounds parcel of the contents of said Note and afterwards  
viz on the thirteenth day of August AD 1764 the said Ebenzer there at said  
Springfield paid the<sup>r</sup>. Benjamin twelve pounds like parcel of residue of  
Contents of said note And afterwards viz on the 12<sup>th</sup> day of April Anno Domini 1765 at the<sup>r</sup>.  
Springfield the<sup>r</sup>. Benjamin he then and there being a person using trade & Commerce  
made and drew his certain bill or order in writing of that date on the back of said  
note with his own proper hand subscribed directed to & paid Ebenzer & thereby  
directed and ordered him the said Ebenzer to pay him the<sup>r</sup>. John Williston or  
his order for Value of him received what Sum then remained due & unpaid of  
the contents of the said note whenever he should be thereto required And the said  
John says in fact there was then and there due and unpaid of contents of said  
note the Sum of sixteen pounds four Shillings and five pence like money and  
afterwards on the Third day of May then next following there at the<sup>r</sup>. Springfield he  
the said John shewed him the<sup>r</sup>. Ebenzer the bill or order aforesaid on the back of said  
note and then and there requested him the said Ebenzer to pay him of the<sup>r</sup>. John  
the Residue of the contents of said note which remained due and unpaid as is  
aforesaid according to the Tenor thereof but he the said Ebenzer then and there  
altogether



altogether refused to accept the same or to pay him the said John the <sup>Residue of</sup> the contents of said note according to the tenor of said bill or order of all which he the said John there Afterward viz on the same third day of May aforesaid gave the said Benjamin Notice and afterwards viz on the same third day of May instant at said Springfield the said John shewed the said bill or order to <sup>Mr</sup> P. Ebenezer and then and there requested him the said Ebenezer to accept the said bill and pay him the said John the said contents of said note but the said Ebenezer then and there refused to accept the said bill or to pay him the same accordingly whereof the said John then and there instantly gave the said Benjamin Notice by reason of all which the said Benjamin became and is liable and chargeable to pay the said contents of said note to said John and in consideration thereof said Benjamin then and there promised said John to pay him the same accordingly on demand also for that said Benjamin at said Springfield on the third day of May instant was justly indebted to said John in the sum of sixteen pounds for the same sum received by said Benjamin to said John's use and in consideration thereof said Benjamin then and there promised said John to pay him the same on demand yet said Benjamin tho' often requested has never paid said John the said contents of said note so remaining unpaid as aforesaid or the said sum last mentioned or any penny thereof but neglects it to the damage of said John as he says the sum of £20<sup>l</sup>. The Plt. appears by Moses Blif Gent. his Attorney and the said Benjamin by John Worthington by his Attorney comes and defends of force and Injury &c and pleads and says that never promised in manner and form as the Plt. in his Declaration has alledged and thereof puts himself on the Country and the Plt. likewise — Thereupon the Jurors of the Jury at this time according to the form and effect of the Statute in this behalf provided, returned and impanelled, being demanded likewise now come Who to declare the Truth of &c Concerning the Premises being duly sworn say upon their Oath that they find for the said John the Plaintiff nine pounds one Shilling Damages and all Costs of Court. Therefore it is considered by the Court that the said John Williston do recover against the said Benjamin Ashley nine pounds and one Shilling of lawful money Damages and Costs of Suit taxed at two pounds fourteen Shillings and eleven pence & thereof he may have his Execution &c.

John Williston of Springfield in County of Hampshire yeoman Plt. vs Joel By of said Springfield yeoman Deft in a plea of the Case for that the said Joel at said Springfield on the first day of April last past was justly indebted to said John in the sum of four pounds ten Shillings lawful money by book account to balance the same according to Account annexed to his Writ and in consideration thereof said Joel then and there promised said John to pay him the same on demand yet said Joel tho' often thereto requested hath not paid said John the same or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of said John as he says the sum of five pounds —

The said Parties above named now come into Court in their proper persons and refer the Case with all other demands subsisting between them to final Determination and Award of Benjamin Day Gent. Jonathan White and Daniel White yeomen all of Springfield aforesaid or any two of them Arbitrators mutually chosen by said Parties to be made upon the Premises and returned into this Court as soon as may be, & they pray that their said Submission & Agreement may be made a rule of this Honble Court & it is ordered the same be & it is hereby made a rule of this Court and the said Parties have a day &c.

Williston  
vs  
Ashley  
N<sup>o</sup> 67

Idem  
vs  
By  
N<sup>o</sup> 68  
refer-



192  
Jones's  
vs  
Alvord  
No. 69

Benjamin Day Gent<sup>m</sup> and Margaret Jones Gentlewoman both of Springfield in y<sup>e</sup> County of Hampshire Executors of the last Will and Testament of Cornelius Jones Gent<sup>l</sup> late of said Springfield dec<sup>d</sup> Plt<sup>t</sup> vs Elijah Alvord of South Hadley in the same County yeoman deft in a plea of y<sup>e</sup> Case for that said Elijah at Springfield on the twenty first Day of August Anno Dom<sup>i</sup> 1761 by his Note for Value received promised said Cornelius then living to pay him two pounds 11/3<sup>d</sup> by the first Day of March then next with interest Also for that said Elijah at said Springfield on the first Day of May last past was justly indebted to y<sup>e</sup> Cornelius then living in y<sup>e</sup> sum of thirty five Shillings and three pence lawful money by book account to balance of same and in consideration thereof then and there promised him y<sup>e</sup> sum on demand but never performed &c as in y<sup>e</sup> Writ

The Plaintiffs appear by Moses Bliss Gent<sup>l</sup> their Att<sup>y</sup> The<sup>r</sup> Elijah being three times publicly called to come into Court makes default of Appearance here Therefore it is considered by y<sup>e</sup> Court that the said Benjamin and Margaret Executors as aforesaid do recover against the said Elijah five pounds one Shilling and two farthings of lawful money Damages and Cost of suit taxed at one pound nine Shill<sup>l</sup> & nine pence & thereof &c Ex<sup>o</sup> Ip<sup>o</sup> June 1766 17<sup>th</sup> day-

Dynchon  
vs  
Worthington  
No. 71

George Dynchon of Springfield in the County of Hampshire Gent<sup>l</sup> Plt<sup>t</sup> vs William Worthington of y<sup>e</sup> Springfield Gent<sup>l</sup> deft in a plea of the Case for y<sup>e</sup> y<sup>e</sup> William at y<sup>e</sup> Springfield on the seventh of August 1761 by his note for Value received promised the Plt<sup>t</sup> to pay him twelve pounds lawful money on demand with interest &c Also for that y<sup>e</sup> William there on the third of May 1762 by his other note for Value rec<sup>d</sup> promised the Plt<sup>t</sup> to pay him 9/2<sup>d</sup> on demand with us Also for that y<sup>e</sup> William there on the first of March last owing the Plt<sup>t</sup> seven pounds by book to balance accounts promised him y<sup>e</sup> same &c as at large in the Writ The Plt<sup>t</sup> appears by Moses Bliss Gent<sup>l</sup> his Attorney

The<sup>r</sup> William being three times publicly called makes default of Appearance in Court Therefore it is considered by the Court that that the<sup>r</sup> George do recover against the<sup>r</sup> William with y<sup>e</sup> Consent of y<sup>e</sup> George Ten pounds eighteen Shillings and nine pence two farthings of lawful money Damages & Cost of Suit taxed at one pound seven Shillings & eight pence & thereof &c Ex<sup>o</sup> u<sup>o</sup> 17<sup>th</sup> June 1766-

Barber  
vs  
Rundell  
No. 72

John Barber of Springfield in the County of Hampshire yeoman Plt<sup>t</sup> vs William William Worthington of y<sup>e</sup> Springfield Gent<sup>l</sup> Deft in a plea that the<sup>r</sup> William render to y<sup>e</sup> John five pounds nine Shillings which the<sup>r</sup> John says that he by y<sup>e</sup> Consideration of the Justices of y<sup>e</sup> Superiours Court of Judicature &c holden at Springfield afores<sup>d</sup> on the fourth Tuesday of Sept<sup>r</sup> 1763 recovered against y<sup>e</sup> William for Damages and Cost and he also says that y<sup>e</sup> Judgment is neither satisfied nor Reversed as is particularly declared in y<sup>e</sup> Writ The Plt<sup>t</sup> appears by Moses Bliss Gent<sup>l</sup> his Att<sup>y</sup> The<sup>r</sup> William being three times publicly called makes default of Appearance in Court Therefore it is considered by the Court that the<sup>r</sup> John do recover against the said William five pounds fourteen Shillings and five pence three farthings of lawful money Debt and Cost of Court taxed at one pound 8/7<sup>d</sup> & thereof &c

Caldwell  
et al  
vs  
Partridge  
No. 73

Charles Caldwell of Hartford in y<sup>e</sup> County of Hartford and Colony of Connecticut yeoman and George Caldwell of Salisbury in y<sup>e</sup> County of Litchfield & Colony afores<sup>d</sup> yeoman traders in Company Plt<sup>t</sup> vs Oliver Partridge of Hatfield in y<sup>e</sup> County of Hampshire by and Sheriff of the same County Deft in a plea of Trespass on y<sup>e</sup> Case whereon the<sup>r</sup> Charles and George complain and say that they by the Consideration of the Court at the Term thereof of y<sup>e</sup> second Tuesday of November 1764 recovered Judgment against



against Joel Ely of Springfield in the County of Hampshire yeoman for Twelve pounds  
15/- dam. And two pounds 17/- Costs of Suit and afterwards on 27<sup>th</sup> day of 1<sup>st</sup> November  
sued out of Writ of Execution in due form of law for levying of 1<sup>st</sup> Sums directed by Sheriff of  
the County of Hampshire or his Deputy commanding him to which was duly returned  
only in part satisfied in for sum of two pounds 19/- & afterwards on 18<sup>th</sup> of February  
they sued out of Alias Writ of Execution for levying the residue of 1<sup>st</sup> Sums of Dam. &  
not recovered as afore<sup>d</sup> directed as afore<sup>d</sup> and on Monday delivered of 1<sup>st</sup> Execution last  
mentioned to George Hitchcock of Springfield then and ever since a Deputy under the  
1<sup>st</sup> Oliver to be executed & to be duly returned but 1<sup>st</sup> George Hitchcock minding to deceive  
and defraud the Plt. never executed or returned of 1<sup>st</sup> Execution whereby they the Plt. say they  
have wholly lost the benefit of 1<sup>st</sup> Judgment and are otherwise damnified and that 1<sup>st</sup>  
Oliver is accountable for 1<sup>st</sup> Negligencies and misfeasances of his Deputies and that of 1<sup>st</sup>  
George the Deputy's neglect afore<sup>d</sup> is to 1<sup>st</sup> Damage of 1<sup>st</sup> Plt. £18. all which is more  
fully set forth in 1<sup>st</sup> Writ The Plt. appear by Moses Blip Gent. their Att. The said  
being three times publicly called makes default of Appearance in Court  
Therefore it is Considered by the Court that the said Charles and George the  
Plt. do recover against the said Oliver thirteen pounds fifteen shillings & seven  
pence of lawful money Damages and Costs of Suit taxed at Taxp. 17<sup>th</sup> June 1766

Joel Pease of Infield in the County of Hampshire yeoman Plt. vs Aaron Ashley Pease  
yeoman and Simeon Ashley yeoman both of Westfield and Heber Miller yeoman of  
Springfield all in the County of Hampshire defend<sup>ts</sup> in a plea of the case for that said  
Aaron Simeon and Heber at said Springfield on the 12<sup>th</sup> of March last by their  
note under their hands of that date for value received promised the 1<sup>st</sup> Joel to pay  
him Seven pounds 16/- within three months from that day Yet the said Aaron Simeon  
and Heber or either of them have never paid the same or any part thereof tho' often re-  
quested but unjustly neglect to do it to 1<sup>st</sup> Damage of 1<sup>st</sup> Joel of Sum of £9

The Plt. appears by John Worthington Esq. his Att. The 1<sup>st</sup> Aaron Simeon and  
Heber or either tho' three times publicly called to come into Court do not come but  
make default of Appearance here Therefore it is Considered by 1<sup>st</sup> Court that  
the 1<sup>st</sup> Joel do recover against the 1<sup>st</sup> Aaron, Simeon and Heber eight Pounds Seven  
shillings & two pence three farthings of lawful money Damages and Costs of Suit  
taxed at one pound fifteen shillings & thereof After which the 1<sup>st</sup> Aaron Simeon  
and Heber by John Phelps Gent. their Attorney come here and appeal from 1<sup>st</sup>  
Judgment of this Court to the Superiour Court of Judicature to be holden at Spring-  
field within and for the County of Hampshire on the fourth Tuesday of September  
next ensuing and he Recognizes with Sureties according to Law for the 1<sup>st</sup> Aaron  
Simeon & Heber their prosecuting their 1<sup>st</sup> Appeal with effect as by 1<sup>st</sup> said Re-  
cognizance on file appears

Ruggles Woodbridge of South Hadley in 1<sup>st</sup> County of Hampshire yeoman Plt. vs  
Moses Miller of Springfield in the County of Hampshire yeoman and a Deputy  
Sheriff under Oliver Partridge Esq. Sheriff of 1<sup>st</sup> said County Defendant in a plea  
of the case for that Whereas at said Springfield on the thirteenth day of December  
in 4<sup>th</sup> fourth year of the Reign of the Lord the King that now is Joel Ely & Benjamin  
Leonard Junior of 1<sup>st</sup> Springfield yeomen sued out from the Inferiour Court of  
Common Pleas for the County of Hampshire the Writ of Attachment in form  
by the Law of this Province is in such Cases prescribed directed to the Sheriff of the said  
County his Under Sheriff or Deputy Commanding them to attach the Goods or Estate  
of John



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of John Woodbridge the Second of South Hadley in the County of Hampshire to the Value of Twenty pounds and for want thereof to take the body of the said John, if he might be found in their Precincts, and him safely keep so that they might have him before the Justices of the said Inferiour Court then next to be holden at Northampton within and for the County on the Second Tuesday of February then next to answer to the said Joel and Benjamin in a plea of the Case wherein they declared that said John at said Springfield on the thirtieth day of August then last past owed them ten pounds four Shillings and eight pence for sundry articles of merchandise before that time by them sold & delivered him & that he the said John in Consideration thereof then and there promised them to pay them the same on demand but that tho' often requested he the said John had never paid them the same but neglected it to their Damage as they said fifteen pounds and Whereas afterwards viz the same thirteenth day of said December at said Springfield the said Joel and Benjamin delivered the said Writ of Attachment to Thomas Williston of said Springfield yeoman then and ever since a Deputy under Oliver Partridge Esq Sheriff of the said County in due form of Law to be executed and Whereas at said Springfield afterwards writ on the twenty first day of January then next following the said Thomas by Virtue of the same Writ and for Want of Goods or Estate of said John Woodbridge took his body and held him in Custody under such arrest in order to have him before the said Court to answer to the said Joel and Benjamin according to the Command of said Writ and Whereas in order to obtain the Liberty and Enlargement of said John from the said Arrest the said John as principal and the said Ruggles and one Job Alwood as his Sureties then and there became jointly and severally bound by their bond of that Date to the said Sheriff in the Sum of thirty pounds with Condition to the same bond annexed that if the said John should appear at the same Inferiour Court of Common Pleas in said Writ mentioned to answer to the said Writ or process and should abide and perform the Judgment of said Court thereon or of the Superiour Court of Judicature, if he should appeal, and not depart without licence then the said Obligation to be void otherwise of full force And thereupon the said Thomas enlarged the said John and made Return of the said Writ and of his doing therein as aforesaid to the said Court, Where the said Joel and Benjamin by their Attorney appeared and prosecuted their said Action against the said John Who tho' solemnly exorted and called to come into Court to answer thereto made default of Appearance And thereupon by the Consideration of the same Court the said Joel and Benjamin in that Case recovered against said John Ten pounds four Shillings & eight Pence for their damages occasioned by the said John's not performing his promise aforesaid And one pound twelve Shillings and Seven pence for their Costs & Charges by them about their Suit in that behalf expended as by the Record thereof in the said Court remaining is manifest and appears And Afterwards viz on the fourth day of May in the same fourth year of the said King's Reign the said Joel and Benjamin sued out the Writ of Execution on the Judgment aforesaid in form as by the Law of this Province is prescribed and directed to the said Sheriff his Under Sheriff or Deputy and afterwards viz the same fourth day of May at said Springfield delivered the same to said Moses, then and ever since a Deputy under the said Sheriff, in due form of Law to be executed and returned and the said Moses there afterwards viz on the twenty eighth day of August then next following made Return of the same Writ of Execution into the said Court with his Indorsement thereon in the Words and figures following viz - Hampshire for August 28<sup>th</sup> 1764 I have made diligent Search within my precinct I cannot find either Goods Chattels or Lands of the within named John Woodbridge's to the



to the acceptance of the creditor nor the body of the s<sup>d</sup> Woodbridge to levy this execution" upon but return it in no part satisfied. J<sup>s</sup> Moses Miller Dep<sup>t</sup> Sher<sup>t</sup> and the Plt. with that thereupon said Joel and Benjamin at said Springfield afterwards viz on the twenty third day of October Anno Domini 1764 sued out the King's Writ of Habeas Corpus from the same Court directed to the said Sheriff his Under Sheriff or Deputy Whereby after Reciting what said Joel and Benjamin suggested to the said Lord the King of their Recovery against said John as afores<sup>d</sup> and of the said Ruggles having become bail for him on the original Process aforesaid on which said Recovery was had against him as afores<sup>d</sup> and of their suing out the said Execution against him and of the said Moses' return thereon as is before particularly set forth the said Lord the King willing that Justice should be done therein - Commanded the said Sheriff and his deputy to give notice to said Ruggles to appear before the Justices of the same Court then next to be holden at said Northampton on the second Tuesday of November then next to shew cause, if any he had, Wherefore the s<sup>d</sup> Joel and Benjamin should not have their Execution against said Ruggles (Surety and bail for said John as afores<sup>d</sup>) of their Damages and Costs aforesaid recovered against said John as afores<sup>d</sup> and also for their additional Costs of that Suit and further to do and receive what the said Court should then award and determine thereon On which Suit it was so proceeded against said Ruggles that at the Superior Court of Judicature Court of Assize and General Goal Delivery holden at said Springfield on the fourth Tuesday of September last It was considered and determined by said Court that the said Joel and Benjamin should have the Writ of Execution against said Ruggles for the sum of eleven pounds nineteen shillings and one penny lawful money Debt and Costs of same Suit taxed at two pounds eleven shillings and six pence And that afterwards viz on the twenty fifth day of October last the said Joel and Benjamin sued out the Writ of Execution from the said Superior Court for the Debt and Costs last afores<sup>d</sup> against s<sup>d</sup> Ruggles and he afterwards viz on the sixteenth day of November last at said Springfield paid the whole Contents thereof to the said Joel and Benjamin with one shilling and six pence for the s<sup>d</sup> Writ of Execution And the said Ruggles further says that at said Springfield after the time when the said Moses received the s<sup>d</sup> Writ of Execution against the said John and before the time of the Return thereof viz on the twenty third day of May Anno Domini 1764 the said Moses did find saw and was in Company with the said John had the said John's body within his power and command and might well have arrested and imprisoned him by Virtue of the said Writ of Execution against him. Nevertheless the said Moses afterwards at the Return of the same Execution viz on the twenty eighth Day of August Anno Domini 1764 by collusion between him and the said Joel and Benjamin falsely and deceitfully in deceit of the said Court and to injure the s<sup>d</sup> Ruggles and to subject him to the afores<sup>d</sup> Suit against him and to the payment of the Debt and Costs afores<sup>d</sup>, returned to the said Court and on the execution aforesaid, against s<sup>d</sup> John, his Indorsement as is herein before at large set forth, among other things therein averring y<sup>t</sup> he could not find the body of the said John in his Precinct when in truth and in fact he did find the body of s<sup>d</sup> John in his Precinct as aforesaid and might have taken and detained him but wilfully and in disobedience to y<sup>e</sup> command of the said Lord the King and the duty of his office neglected to do so By means of which said false and deceitful Return of s<sup>d</sup> Moses on the s<sup>d</sup> Execution of s<sup>d</sup> Ruggles was subjected to the afores<sup>d</sup> suit of s<sup>d</sup> Joel & Benjamin against him



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Woodbridge  
or  
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No 75.  
him, was obliged to expend much time and money in defending himself against  
the said Suit and was subjected to great Trouble Perplexity and distress about the  
said Affair And the Malfeasance fulsome and Deceit aforesaid of the S<sup>r</sup> Moses is to the  
Damage of the said Ruggles in the sum of £30<sup>0</sup>

The said Ruggles Woodbridge by John Worthington Esq and Simeon Strong gent  
his attorneys appears - And the said Moses Miller by Moses Bliss Esq. his Attorney  
comes and defends the force and Injury when & and says he is not guilty in man-  
ner and form as the S<sup>t</sup> in his Declaration has alleged and thereof puts himself  
on the country - And the said Ruggles likewise - Thereupon the Sum of 9 Jury  
at this time according to the form and effect of the Statute in this behalf provided  
returned and impanelled, being called likewise now come, who, to say the Truth  
concerning the premises, being duly sworn declare upon their oath that they  
find for the Plaintiff Seventeen pounds 8/2 Damages and Cost of the present Suit

Therefore it is Considered by the Court that the said Ruggles do recover against  
the said Moses Miller Seventeen pounds eight Shillings and two pence of lawful  
money Damages and Costs of Suit taxed at four pounds eight Shillings Eleven  
pence & thereof he The S<sup>r</sup> Moses Miller by his said Attorney appeals from the  
Judgment of this Court to the Superior Court of Judicature to be holden at  
Springfield in the County of Hampshire on the fourth Tuesday of September  
next and he recognizes with Sureties as the Law directs for his The S<sup>r</sup> Miller's  
prosecuting the S<sup>r</sup> Appeal with effect as by the S<sup>r</sup> Recognizance on file appears -

Worthington  
Esq or  
Ashley  
No 76  
John Worthington of Springfield in the County of Hampshire Esq. p<sup>t</sup>. vs Aaron  
Ashley of Westfield in the same County yeoman def<sup>t</sup> in a plea of the Case for  
that the said Aaron at said Springfield on the thirty first day of July last past by  
his promissory note in writing under his hand of that date for Value received pro-  
mised said John to pay him or order two pounds 18/3 on demand with Interest  
till paid And also for that said Aaron at said Springfield on the last Day of Sept<sup>r</sup>  
last being justly indebted to the said John in the Sum of three pounds 7/6 for service  
done for him there at his request and for money expended for him there at his  
request <sup>according to S<sup>t</sup> put on file</sup> in consideration thereof he the S<sup>r</sup> Aaron then and there promised the said John  
to pay him the same on demand yet the said Aaron altho often thereto requested  
hath never paid either of the S<sup>r</sup> Sums or any part thereof but unjustly neglects  
to do it to the Damage of the said John as he says & C<sup>t</sup> The said John appears -  
The said Aaron tho' three times publicly called to come into Court doth not come  
but makes Default of Appearance here - Therefore it is Considered by the  
Court that the said John do recover against the said Aaron Six pounds eight  
Shillings and eleven pence of lawful money Damages and Cost of Suit taxed at  
one pound eight Shillings and four pence & thereof he - After this comes here  
the said Aaron by John Phelps Esq. his Att<sup>r</sup> and appeals from the judgment  
of this Court to the Superior Court of Judicature to be holden at Springfield  
within and for the County of Hampshire on the fourth Tuesday of September  
next and he recognizes with Sureties according to Law for the S<sup>r</sup> Aaron's pro-  
secuting his appeal with effect as by the S<sup>r</sup> Recognizance on file it appears -

Granger  
vs  
Easton  
No 77  
Daniel Granger of Springfield in the County of Hampshire yeoman p<sup>t</sup>. vs  
Abimaaz Easton of Westfield in the said County yeoman def<sup>t</sup> in a plea of the Case  
for that the said Abimaaz at Springfield afores<sup>d</sup> on the 24<sup>th</sup> of Sept. last by his note for Value  
received promised the S<sup>t</sup> to pay him one pound 11/3 on demand with Interest alio



Also for that the <sup>r</sup>. Ahimaz on same day by his other note for Value rec<sup>d</sup> promised the plt. a like sum of one pound 11/3 on demand with interest yet hath never paid the same as on file - The plt. appears by John Worthington Esq his Att<sup>r</sup>. The <sup>r</sup>. Ahimaz being three times publicly called to come into Court makes default of appearance - Therefore it is considered by the Court that the said Daniel do recover against the said Ahimaz Three pounds five shillings of lawful money Damages & Costs of Suit taxed at One pound nine shillings & ten pence & thereof <sup>Return in</sup> June 17<sup>th</sup> 1766 -

John Worthington of Springfield in the County of Hampshire Esq plt. vs William Shaw of Palmer in <sup>r</sup>. County yeoman deft. in a plea of the Case for that <sup>r</sup>. William at <sup>r</sup>. Springfield on the third of Dec. 1763 by his note for Value rec<sup>d</sup> promised the plt. to pay him or order twenty pounds 12/7 on demand with interest Also for that said William there on the third of May 1764 by his other note for Value rec<sup>d</sup> promised the plt. to pay him or order two pounds 2/11 on demand with interest & Also for that said William there on the 24<sup>th</sup> of July last by his note for Value rec<sup>d</sup> promised the plt. to pay him or his order three pounds & 4s. on demand with interest but hath never paid any part of either of the <sup>r</sup>. Sums & as on file - The plt. appears - The <sup>r</sup>. Will<sup>m</sup> being three times publicly called makes Default of Appearance here -

Therefore it is considered by the Court that the <sup>r</sup>. John do recover against the said William Twenty nine pounds five shillings and four pence two farthings of lawful money Damages and Costs of Suit taxed at one pound 9/8 & thereof <sup>Return in</sup> June 17<sup>th</sup> 1766 -

Elizabeth Gill of Brookfield in the County of Worcester Widow plt vs Joseph Patterfong Gill of Ware in the County of Hampshire yeoman deft. in a plea of the Case for that said Joseph at said Springfield on the 24<sup>th</sup> of July 1762 by his Note for Value rec<sup>d</sup> promised the plt. to pay her six pounds 15/ within a year with lawful interest but hath never paid the same & The plt. appears by John Worthington Esq her Attorney - The <sup>r</sup>. Joseph being three times publicly called makes default of Appearance here - Therefore it is considered by the Court that the said Elizabeth do recover against the said Joseph (with her Consent) five pounds seven shillings & seven pence three farthings of lawful money Damages and Costs of Suit taxed at Two pounds and Ten pence and thereof she may have her Execution &c

Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of Springfield aforc<sup>d</sup> Gent<sup>l</sup> De<sup>d</sup> Plaintiff, vs Ebenezer Hitchcock Jun<sup>r</sup> of the said Springfield yeoman deft. in a plea of the Case for that the <sup>r</sup>. Ebenezer at <sup>r</sup>. Springfield on the last day of May last past was justly indebted to the said Cornelius then living the sum of forty four pounds 5/6 of lawful money to balance accounts according to <sup>r</sup>. <sup>r</sup>. amount on file and then and there in Consideration thereof assumed on himself and to said Cornelius faithfully promised to pay the same on demand yet the <sup>r</sup>. Ebenezer tho' often requested hath not paid said Sum or any part thereof either to <sup>r</sup>. said Cornelius while he lived or the Executors since his Decease tho' by them often requested but unjustly neglects it to <sup>r</sup>. Damage of <sup>r</sup>. Executors £50 - The Plaintiffs by John Worthington Esq and the deft. by Daniel Hitchcock their respective Attornies come here and agree to submit the Case and all other demands they have against each other to the final Determination and award of Mess<sup>rs</sup>. Jonathan White Lewis Bliss and Reuben Bliss all of <sup>r</sup>. Springfield or any two of them Arbitrators mutually chosen by <sup>r</sup>. Parties to be made on <sup>r</sup>. promises and brought into this Court so soon as may be and at <sup>r</sup>. motion of <sup>r</sup>. Parties their <sup>r</sup>. Subornition & Allegement is made a Rule of this Court by Actionis cont<sup>r</sup> &c



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Ingersoll  
Ingersoll  
N<sup>o</sup> 81  
Ruth Ingersoll of Wittington in the County of Hartford in the Colony of Connecticut  
widow plt. vs John Ingersoll of South Brimfield in the County of Hampshire  
yeoman def. in a plea that said John render unto her Sixty pounds lawful money  
which to her he owes and from her unjustly detains and whereon she says that at  
Springfield on the third day of January Anno Domini 1733 the said John Ingersoll by his bonds  
of that date under his hand and Seal in Court to be produced bound himself by the  
name of John Ingersoll of Salem in the County of Essex and Province of the Massachu-  
setts bay in New England Cordwainer, to the said Ruth Ingersoll by & name of  
Ruth Ingersoll of Salem aforesaid widow in the Sum of Sixty pounds lawful money  
to be paid her on demand yet the said John tho' often requested hath never paid the  
same or any part thereof but unjustly neglects to do it to the damage of the said  
Ruth as she says the Sum of £60. The said Ruth appears by John Worthington Esq  
her Attorney. The said John Ingersoll appears by Moses Bliss Gent. his Attorney. &  
The said Parties humbly move the case may be continued until the next Term of  
this Court and they have a day before the Lord the thing here until the Last Tuesday  
of August next ensuing the said Third Tuesday of May aforesaid accordingly.

eadem  
Ingersoll  
N<sup>o</sup> 82  
Ruth Ingersoll of Wittington in the County of Hartford in the Colony of Connecticut  
widow plt. vs John Ingersoll of South Brimfield in the County of Hampshire yeoman  
def. in a plea of the Case for that the said John at Springfield afores. on the first  
day of May Anno Domini 1744 by his note in writing under his hand of that date for  
Value there received promised by the name of John Ingersoll of Windham, to pay to  
the said Ruth by the name of Ruth Ingersoll of Ashford, fifty pounds lawful money  
on demand yet said John tho' often requested hath never paid the contents of said  
Note but Neglects it to the damage of said Ruth as she says £50.

The plt by John Worthington Esq and the Def. by Moses Bliss Gentleman  
their respective attornies appear And the humbly move that they may a day  
before the Lord the thing here until the Last Tuesday of August next ensuing &  
said Third Tuesday of May aforesaid and it is granted them.

Wood &  
Thomson  
N<sup>o</sup> 83  
George Wood yeoman and Timothy Darrel yeoman both of Palmer in the County of  
Hampshire plt. vs Benjamin Thomson of sd. Palmer yeoman def. in a plea of &  
Case for that Whereas the said George and Timothy at said Palmer on the twentieth  
day of February last past were possessed of one large Deer a buck the proper estate  
of the said George and Timothy (said Deer having been before hunted taken and  
was then reduced and reclaimed by them) of the price of fifty Shillings and  
Afterwards viz the same day at said Palmer the said George and Timothy casual  
lost the same Deer out of their Possession and the same Deer there afterwards  
viz the same twentieth day of December by finding came into the hands and  
Possession of the said Benjamin yet the said Benjamin tho he knew the said  
Deer to be the Property of the Plaintiffs and to belong of right to them and tho  
often thereto requested and particularly on the twenty first day of December  
at said Palmer never delivered said Deer to the Plaintiffs but then & there  
converted and disposed the said Deer to his own use and hath ever since re-  
sused to deliver him to the damage of the said George and Timothy as they  
say the Sum of £3. The plt. appear by John Worthington Esq their Att.  
And the said Benjamin by Simon Strong Gent. his Att. comes and defends  
or and for plea says he is not guilty in manner and form as the Plaintiffs  
in their Declaration have alledged & thereof puts himself on the Country  
And



And the Plaintiffs likewise do the same. Thereupon the Jurors of the Jury at this time, according to the form and effect of the Statute in this behalf provided, returned and impanelled, being demanded likewise now come Who to say the Truth of the Premises being duly sworn, declare upon their Oath that they find for the Plt<sup>r</sup> one pound fifteen Shillings and eight pence Damages and all Costs of Court ~ Therefore it is Considered by the Court that the said George & Timothy do recover against the said Benjamin One pound fifteen Shillings & Eight pence of lawful money Damages and Costs of this Suit & thereof do

The said Benjamin comes here in his proper person and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs to prosecute his appeal with effect As by the <sup>d</sup> Recognizance on file appears ~ Afterwards now at this time comes here the <sup>d</sup> Plt. I think it was Wood I am not sure which and acknowledges he has full Satisfaction for his Damages & Costs in this Case

Jesse Sacket of Westfield in <sup>d</sup> County of Hampshire yeoman Plt. vs Biddad Fowler of Westfield aforesaid yeoman in a plea of Trespass for that said Biddad at <sup>d</sup> Westfield on the thirteenth day of November last past with force and Arms broke & entered the Plaintiffs Close there called Sacket's homelot and seven Tons of <sup>d</sup> said Jesse's good english hay there in his barn being of the Value of forty Shillings & Ton the <sup>d</sup> Biddad then and there with force and Arms as aforesaid took and carried away contrary to Law and against the Peace of the Lord the Thing and to the damage of the said Jesse the sum of £15 ~ The Plt. appears by John Worthington by his Attorney ~ And the <sup>d</sup> Biddad by Simeon Strong & John Phelps Gentlemen his Attorneys comes and defends & and referring Liberty to waive this plea and make any new plea on the Trial of Appeal says he never signed the note as the Plt. in his Declaration has alledged and thereof puts himself on the Country ~ And the <sup>d</sup> Jesse consenting to the Reservation aforesaid says that the Defendant's plea is not sufficient and prays Judgment for his Damages and Cost ~ And the said Biddad says his plea is sufficient ~ Thereupon the premises being seen and by the Justices of <sup>d</sup> Lord the King now here fully understood It appears to the <sup>d</sup> Justices of <sup>d</sup> Lord the King that the plea aforesaid of the said Biddad by him in manner aforesaid pleaded is an insufficient answer in Law to the Declaration aforesaid of the said Jesse and ought not to preclude him from having his Action aforesaid thereof maintain against the <sup>d</sup> Biddad ~ Therefore it is Considered that the said Jesse do recover against the <sup>d</sup> Biddad Fifteen pounds of lawful money Damages and Cost of Suit taxed at two pounds eleven Shillings and a penny & thereof do ~ The <sup>d</sup> Biddad by John Phelps Gent<sup>r</sup> his attorney above named appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Biddad's prosecuting his appeal with effect as by the said Recognizance on file it appears ~

George Pyrchon of Springfield in the County of Hampshire Gent<sup>r</sup> Plt. vs Phineas Pyrchon of Springfield aforesaid yeoman in a plea of the Case for that the said Phineas at Springfield aforesaid on the Seventh day of November 1763 by <sup>d</sup> is note in writing under his hand of that date for Value rec<sup>d</sup> promised the <sup>d</sup> George to pay him one pound eighteen Shillings lawful money at or before the first day



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Dymon  
Hedman  
N<sup>o</sup> 85

first day of March then next with Interest And also for that the said Phineas at said Springfield on the ninth day of April Anno Domini 1765 by his other note of that date for Value there received promised the said George to pay him or order thirty five shillings and four pence lawful money on demand with interest yet the said Phineas tho' often requested hath never paid the Contents of said notes or any part of either of them but unjustly neglects to do it to the Damage of the s<sup>d</sup> George as he says the sum of £5. The Plt. appears by J<sup>o</sup> Worthington by his Attorney - The s<sup>d</sup> Phineas being three times publicly called to come into Court makes default of appearance here -

Therefore it is Considered by the Court that the said George do recover against the said Phineas four pounds and eleven pence one farthing of lawful money Damages and Cost of Suit taxed at twenty seven shillings & six pence and thereof &c - Afterwards now comes here the said Phineas by Daniel Hitchcock Gent. his attorney and appeals from the Judgement of this Court to y<sup>e</sup> Superior Court of Judicature to be holden at Springfield within and for y<sup>e</sup> County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Phineas' prosecuting his said Appeal with effect as by the said Recognizance on file appears -

Pomroy  
Hunt  
N<sup>o</sup> 86

Ueazar Pomroy of Northfield in the County of Hampshire yeoman & a Deputy Sheriff and Oliver Partridge Esq. Sheriff of the s<sup>d</sup> County of Hampshire Plt. vs Samuel Hunt of Northfield afores<sup>d</sup> Gent<sup>l</sup> deft. in a plea of Trespass for that the s<sup>d</sup> Samuel at said Northfield on the third day of April 1766 with force and arms did break and enter one Close of the s<sup>d</sup> Ueazar there called his homelot and ten rods of the Plaintiff's fence of the Value of two shillings a Rod did then and there break down and destroy and the same lot thereby did then open and expose and the young Grap of the said Ueazar in y<sup>e</sup> same Close being and growing of the Value of three shillings the said Samuel then and there with force and arms as afores<sup>d</sup> by walking thereon with his feet did tread down and destroy and many other enormities of that kind there the said Samuel then did Contrary to Law against the King's peace and to y<sup>e</sup> Damage of the s<sup>d</sup> Ueazar the sum of £3. or - The Plaintiff appears by John Worthington by his Att<sup>y</sup> and the s<sup>d</sup> Samuel by Joseph Hawley by his attorney And the said Parties come and humbly pray a Continuance of this Action until the next Term And the s<sup>d</sup> Parties have a Day before the Lord the King here until the Last Tuesday of August next following y<sup>e</sup> Third Tuesday of May afores<sup>d</sup> -

Hedman  
Bowker  
N<sup>o</sup> 87

Phineas Hedman of Springfield in the County of Hampshire yeoman plt. vs Noah Bowker of the s<sup>d</sup> Springfield yeoman deft. in a plea of the Case for y<sup>e</sup> s<sup>d</sup> Noah at said Springfield on the 27<sup>th</sup> of August 1764 by his note for Value rec<sup>d</sup> promised the plt. to pay him forty five shillings worth of Good merchantable boards at Chapin's mill meaning Thomas Chapin's Sawmill in Belchenstown on demand and y<sup>e</sup> Plt. says he was always there ready to receive y<sup>e</sup> same boards but y<sup>e</sup> s<sup>d</sup> Noah never delivered them & as on file - The Plt. appears by John Worthington by his Attorney - The s<sup>d</sup> Noah being three times publicly called makes default of appearance in Court - Therefore it is Considered by the Court that the s<sup>d</sup> Phineas do recover ag<sup>t</sup> the said Noah two pounds and five shillings of lawful money Damages and Cost of Court taxed at one pound nine shillings and eight pence of lawful money and thereof he may have his Exec<sup>n</sup> &c - Exec<sup>n</sup> i<sup>o</sup> July 29<sup>th</sup> 1766 -



Josiah Dwight Esq. and John Worthington Esq. both of Springfield in County of Hampshire plaintiffs v. Aaron VanHorne of the same Springfield yeoman deft. in a plea of the case for that the said Aaron at Springfield on the 27<sup>th</sup> of Sept. 1763 by his note for Value rec<sup>d</sup> promised the Plaintiffs to pay them nineteen pounds 11<sup>1</sup>/<sub>2</sub> on demand with Interest &c. Also for that the said Aaron there on the first of April 1766 being indebted to the Plaintiffs the sum of twenty three pounds 15<sup>1</sup>/<sub>2</sub> for sundry articles of book account to balance the same according to Schedule on file in consideration thereof promised the Plaintiffs to pay them the same on demand but hath not performed it as on file. The P. John appears in his proper person for the P. Josiah as well as for himself. The P. Aaron being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Josiah and John do recover against the said Aaron forty six pounds Seven Shillings and four pence one farthing of lawful money Damages & Cost of Suit taxed at one pound Seven Shillings &c. & thereof the Ex<sup>a</sup> is 27<sup>th</sup> June 1766.

George the Third King &c. To y<sup>e</sup> Sheriff of our County of Hampshire &c. Whereas on y<sup>e</sup> 28<sup>th</sup> of the last Tuesday of August last Joel Bishop yeoman and Jeremiah Bishop yeoman both of Palmer in our said County of Hampshire personally appeared before our Justices of Our Court of General Sessions of the Peace then holden at said Springfield within and for our s<sup>d</sup> County of Hampshire and acknowledged themselves severally indebted to be in the sum of twenty pounds to be levied on their Goods Chattels Lands or Tenements in want thereof on their bodies to our use if default should be made by y<sup>e</sup> said Joel of appearing at our Court then next to be holden at Northampton on y<sup>e</sup> second Tuesday of November next ensuing to answer to such matters as on our part might be objected ag<sup>t</sup> him &c. and at that time y<sup>e</sup> said Joel did make default of appearing there according as he undertook whereby y<sup>e</sup> said sums are forfeited to us. We willing to have the sums afores<sup>d</sup> forfeited and due to us as aforesaid speedily paid Command you to make known to them the said Joel and Jeremiah to be before our Justices of our Inferiour Court of Common Pleas to be holden at Springfield in and for our s<sup>d</sup> County on the Third Tuesday of May next to shew Cause wherefore Execution should not issue against y<sup>e</sup> said Joel for twenty pounds ag<sup>t</sup> y<sup>e</sup> said Jeremiah for twenty pounds forfeited to us as aforesaid and also for the Costs of this Suit, and Upon this Writ it is returned that Notice only fifth of May was given y<sup>e</sup> said Joel & Jeremiah according to the Tenor of y<sup>e</sup> said Writ. All which appears at large on file. John Worthington Esq. who for our Sovereign Lord the King in this behalf represents appears here. The said Joel and Jeremiah or either of them this time solemnly exacted and called do not come but make default of appearance here. Therefore it is considered by the Court that the Writ of Execution in due form of Law made may go against the s<sup>d</sup> Joel for twenty pounds and against the said Jeremiah for twenty pounds and against the s<sup>d</sup> Joel & Jeremiah for the Costs of this Suit taxed at one pound eleven shillings and four pence the said sums so as aforesaid forfeited to be levied by y<sup>e</sup> s<sup>d</sup> Lord the King & paid agreeable to y<sup>e</sup> Directions of the Statute in this case provided & y<sup>e</sup> Costs paid to y<sup>e</sup> s<sup>d</sup> John Worthington Esq. Ex. in 17<sup>th</sup> July 1766.

John Worthington of Springfield in the County of Hampshire Esq. v. Ebenezer of the same Springfield Sum. & yeoman deft. in a plea of the case for that y<sup>e</sup> said Ebenezer at Springfield on the 14<sup>th</sup> of July 1764 by his note for Value received promised the Plaintiffs to pay him or order fourteen pounds 6<sup>1</sup>/<sub>2</sub> on demand with Interest &c. that y<sup>e</sup> said Ebenezer there on the 31<sup>st</sup> day of July last past by his other note for Value there rec<sup>d</sup> promised the Plaintiffs to pay him or order eight pounds 11<sup>1</sup>/<sub>2</sub> on demand with Interest but hath not done it as on file. The Ebenezer being three times publicly called to come &c. but makes default of appearance here. Therefore



Therefore it is considered by the Court that the said John Worthington Esq<sup>r</sup> do recover against the said Ebenezer Hitchcock Jun<sup>r</sup> Twenty four pounds eight Shillings & four pence two farthings of lawful money Damages and Cost of Suit taxed at one pound Six Shillings and ten pence and thereof he may have his Execution. June 7<sup>th</sup> 1766-

John Horton of Springfield in the County of Hampshire yeoman plt. vs Ebenezer Hitchcock of sd<sup>r</sup> Springfield Jun<sup>r</sup> yeoman and Charles Elton of said Springfield yeoman Def<sup>t</sup> in a plea that said Ebenezer and Charles render to y<sup>e</sup> plt. sixteen pounds 18<sup>s</sup> which they owe him and from him unjustly detain and whereon he says that at the Superior Court of Judicature Court of Assize and General Goal Delivery holden at said Springfield and for the Counties of Hampshire & Berkshire on the fourth Tuesday of Sept<sup>r</sup> last past by y<sup>e</sup> Consideration of y<sup>e</sup> same Court he recovered against the said Ebenezer and Charles thirteen pounds 18<sup>s</sup> 5<sup>d</sup> for his Damages and Two pounds 19<sup>s</sup> 7<sup>d</sup> for his Cost of Suit Which Judgment yet remains in full force And altho y<sup>e</sup> John sued out y<sup>e</sup> Writ of Execution thereon the Return<sup>Day</sup> of the s<sup>d</sup> Execution is past and no part of the s<sup>d</sup> Sum<sup>s</sup> levied thereby whereby Action accrues to y<sup>e</sup> John to demand & have the s<sup>d</sup> Sum<sup>s</sup> & as on file & The plt. appears by John Worthington by his Att<sup>y</sup> the s<sup>d</sup> Ebenezer and Charles or either of them thrice times publicly called do not come but make default of Appearance here.

Therefore it is considered by the Court that the said John do recover against the said Ebenezer and Charles Seventeen pounds and nine Shillings of lawful money Debt and Cost of Suit taxed at one pound ten Shillings & 2<sup>d</sup> thereof &c

John Ingersoll of Westfield in y<sup>e</sup> County of Hampshire Gent<sup>l</sup> plt. vs Elijah Rogers of Springfield in said County yeoman def<sup>t</sup> in a plea of the Case for that the s<sup>d</sup> Elijah at Springfield aforesaid on the 24<sup>th</sup> day of August last by his note for Value received promised the said John to pay him <sup>or his order</sup> Six pounds 1<sup>s</sup> 6<sup>d</sup> on demand with Use but this often requested hath not paid y<sup>e</sup> same & The plt. appears by John Worthington by his Att<sup>y</sup> the s<sup>d</sup> Elijah being thrice times publicly called makes default of appearance here.

Therefore it is considered by the Court that the said John Ingersoll do recover against the said Elijah Rogers Six pounds Six Shillings and eleven pence of lawful money Damages and Cost of Suit taxed at one pound ten Shillings Eight pence & thereof &c in. i. Dec 25<sup>th</sup> 1766-

Ralph Isaacs of New Haven in the County of New Haven Gentleman and Benja<sup>n</sup> Isaacs of Norwalk in the County of Fairfield yeoman both in the Colony of Conn<sup>ct</sup> Joint Executors of the last Will and Testament of Ralph Isaacs late of Norwalk aforesaid yeoman deceased who was Executor of the last Will and Testament of Isaac Isaacs late of said New Haven yeoman dec<sup>d</sup> Plaintiffs vs David Fowler of Westfield in the County of Hampshire yeoman def<sup>t</sup> in a plea that y<sup>e</sup> David render to y<sup>e</sup> plt<sup>s</sup> one hundred and fifteen pounds 10<sup>s</sup> 11<sup>d</sup> which to them he owes and from them unjustly detains and whereon they say that at the Superior Court of Judicature Court of Assize and General Goal Delivery holden at Springfield in the s<sup>d</sup> County of Hampshire and for the said County of Hampshire and Berkshire on the fourth Tuesday of September in the Second year of the Reign of the Lord y<sup>e</sup> King that now is said Ralph Isaacs dec<sup>d</sup> (who was then living) in y<sup>e</sup> Capacity aforesaid & by the Judgment of y<sup>e</sup> same Court recovered against the s<sup>d</sup> David One hundred and nine pounds 10<sup>s</sup> of lawful money Damages by him in s<sup>d</sup> Capacity sustained by reason of the said David's not performing his promise to y<sup>e</sup> Isaac Isaacs in his life time and Six pounds & 11<sup>d</sup> for Cost of Suit & which Judgment yet remains in full force & Action has accrued to the plt<sup>s</sup> to have



demand of <sup>of</sup> David the sum afores<sup>d</sup> & as in & Writ. The p<sup>lt</sup> by John Worthington  
their Attorney appear ~ Thesaid David being three times publicly called makes  
default of appearance here ~ Therefore it is Considered by the Court that the s<sup>d</sup>  
Ralph and Benjamin Executors of <sup>of</sup> Ralph dec<sup>d</sup> in their Capacity aforesaid do  
recover against thesaid David One hundred thirty nine pounds Twelve  
shillings and Seven pence two farthings of Lawful money Debt and Cost of Suit  
taxed at Two pounds nine shillings and four pence thereof In: is June 17<sup>th</sup> 1766-  
Exec<sup>rs</sup> of  
Ralph  
dec<sup>d</sup>  
Fowler  
93-

John Worthington of Springfield in the County of Hampshire by p<sup>lt</sup> v Joseph  
Billing of Belchenstown in the said County y<sup>e</sup>oman def<sup>t</sup> in a plea that thesaid  
Joseph tender to him thesaid John eight pounds eight shillings and a penny  
which to him he owes and from him unjustly detains and whereon thes<sup>d</sup> John  
says that at the Superiour Court of Judicature Court of Assize and General Goal  
Delivery holden at Springfield within thesaid County of Hampshire and for  
the Counties of Hampshire and Berks<sup>hire</sup> on the Third Tuesday of September  
Anno Dom<sup>i</sup> 1763 by the Judgment of the same Court recovered against the said  
Joseph five pounds three shillings and Seven pence Damage by him sustained  
by reason of thesaid Joseph's not performing his thesaid Joseph's Promise before  
that time made thesaid John and three pounds four shillings and Six pence for  
Costs and Charges by him about his said John's Suit in that behalf expended ~  
Whereof thesaid Joseph is Convict as by the Record thereof in thesaid Inferiour  
Court to be produced is manifest and appears which Judgment yet remains  
in full force and effect not satisfied nor reversed and altho <sup>the</sup> said In<sup>o</sup> Afterwards  
viz on the twenty first day of October next following the s<sup>d</sup> Judgment sued out the  
Writ of Execution yet no Part was ever levied and the Return day is long since past  
whereby Action hath accrued to said John to demand and have the s<sup>d</sup> Sum being in &  
whole eight pounds 8<sup>s</sup> 11<sup>d</sup> yet thesaid Joseph tho' often requested hath never paid the  
same or any part thereof but neglects it to y<sup>e</sup> Damage of <sup>of</sup> John y<sup>e</sup> sum of £11.

The p<sup>lt</sup> appears in his proper person ~ Thes<sup>d</sup> Joseph tho' three times publicly called  
to come into Court doth not come but makes default of Appearance here.

Therefore it is Considered by the Court that thesaid John recover against the  
said Joseph Nine pounds four shillings and Seven pence of lawful money Debt &  
Cost of Suit taxed at one pound ten shillings and two pence and thereof &c ~

After all which thes<sup>d</sup> Joseph by Simon Strong Gent. his Attorney comes here &  
appeals from the Judgment of this Court to the Superiour Court of Judicature to be  
holden at Springfield afores<sup>d</sup> for the County of Hampshire on the fourth Tuesday of  
September next and he recognizes with Sureties as the Law directs for thes<sup>d</sup> Joseph's  
prosecuting of Appeal with effect as by y<sup>e</sup> said Recognizance on file appears ~

Phineas Mirick of Monson in the County of Hampshire y<sup>e</sup>oman p<sup>lt</sup> v Daniel  
Woods y<sup>e</sup>oman and John Woods y<sup>e</sup>oman both of Monson afores<sup>d</sup> Defendants in a plea  
of Ejectment wherein he thesaid Phineas demands against the said Daniel and  
John ten Acres and half of Land in Monson afores<sup>d</sup> lying on Chiquapi hill so call<sup>d</sup>  
being part of a Lot of Land there originally laid out to the heirs of David Morgan  
formerly of said Springfield dec<sup>d</sup> which said ten Acres and half is bounded as  
follows viz beginning at a white oak marked D M and other marks being the north-  
east Corner bound of y<sup>e</sup> said Lot originally laid out to the heirs of David Morgan  
aforesaid thence running West one hundred and twenty seven Rods Thence South  
thirty th<sup>o</sup> and degrees east one hundred and thirty rods thence east & Seven rods thence  
North  
Miricks  
Woods &  
95-



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Mirick  
vs  
Wood  
95  
North thirty three degrees west one hundred and twenty rods thence east one  
hundred and fifteen rods thence North six degrees east eight rods to the first station  
with the Appurtenances and says that he within five years last past in a time  
of Peace in the Reign of the Lord the King that now is was seized of the<sup>r</sup> ten acres  
and half of Land with the Appurtenances in his Demesne as office taking the  
profits thereof to the Value of twenty Shillings p<sup>r</sup> year since which the<sup>r</sup> Daniel  
and John have unjustly entered into the same deprived the Plaintiff thereof  
and unjustly hold him out to y<sup>e</sup> Damages of y<sup>e</sup> said Phinchas as he says the  
Sum of £70. The Plt. appears by John Worthington by his Attorney And  
the said Daniel and John by Simeon Strong Gent. their Attorney come and  
Defend & add reserving liberty to waive this and make any new plea on y<sup>e</sup> Trial  
of Appeal say that they never promised in manner and form as the Plt. in  
his Declaration has alleged And the Plt. consenting say that y<sup>e</sup> Deft. plea  
and the matter therein contained is insufficient in Law to which he is not  
holden by Law of the Land to answer and this he is ready to verify wherefore  
he prays Judgment for his Damages and Cost And the Defendants say their  
plea is sufficient Thereupon the Premises being seen and by y<sup>e</sup> Court of y<sup>e</sup>  
Lord the King nowhere fully understood for that it appears to y<sup>e</sup> Court of y<sup>e</sup> Lord  
the King that the Plea aforesaid of y<sup>e</sup> said Daniel and John by them  
in manner afores<sup>d</sup> pleaded and the matter in the same contained is not a  
sufficient answer in Law to the Declaration afores<sup>d</sup> of y<sup>e</sup> Phinchas and that  
the s<sup>d</sup> Phinchas is not holden by Law to make answer to y<sup>e</sup> same plea and  
because the said Defendants have not denied the Plaintiff's demand afores<sup>d</sup>.

Therefore it is considered by the Court that the said Phinchas do recover  
against the said Daniel and John the Defendants Seisin and Possession of  
the said ten acres and half of Land by him demanded as aforesaid with the  
Appurtenances and Cost of this Suit &c & he may his Exec<sup>r</sup> &c

The said Defendants by their Attorney abovesaid appeal from  
the Judgment of this Court to the Superior Court of Judicature to be holden  
at Springfield within and for the County of Hampshire afores<sup>d</sup> on the fourth  
Tuesday of September next and he recognises with Sureties as the Law directs  
for the appellants presenting their said Appeal with effect as by the  
said Recognizance on file appears

Bedortha  
22 vs  
Jelly  
96  
Joseph Bedortha the Second of that name of Springfield in the County of  
Hampshire yeoman Plt. vs Joel Jelly of Springfield afores<sup>d</sup> yeoman deft. in a  
plea of the Case for that whereas the said Joel at said Springfield on the first  
Day of May Anno Dom<sup>i</sup> 1763 Received of the said Joseph one lean fat horse  
of the said Joseph of the price of ten pounds well and make profit thereof for  
the said Joseph and thereof to render the said Joseph his reasonable account  
whenever he should be thereto required to the said Joel in consideration thereof  
then and there promised said Joseph to render him such account thereof when-  
ever he should be thereto required And also for that the said Joel at s<sup>d</sup> Springfield  
on the last Day of March last past being justly indebted to the said Joseph the  
Sum of nineteen pounds eleven Shillings and four pence lawful money for  
undry articles of account according to the Account annexed to the Plaintiff's  
Writ in consideration thereof the said Joel then and there promised s<sup>d</sup> Joseph  
to pay him y<sup>e</sup> same on demand yet the s<sup>d</sup> Joel tho' often requested has not performed  
either of his said promises but unjustly neglects to do it to y<sup>e</sup> said



said Joseph as he says the sum of £30. The said Joseph by John Worthington Esq  
his attorney appears ~ And the said Joseph by Moses Bliss Gent<sup>r</sup> his attorney comes  
and defends the force and Injury when & also Reserving liberty to waive this plea and  
make a new plea on the Trial of the appeal says that he is not guilty in manner  
and form as is alledged against him in the Plaintiff's Declaration and thereof  
sets himself on the Country ~ And the said Joseph the Plt. says that the plea of 4<sup>th</sup>  
said Joel is above pleaded and the matter therein contained is an insufficient  
answer to the Plaintiff's Declaration and that he has noneed neither is he holden  
by the Law of the Land to answer thereto and this he is ready to verify and thereof  
prays Judgment and that his Damages and Cost be adjudged him ~ And the said  
Joel says his plea is sufficient ~ Thereupon the Premises being viewed and by y<sup>e</sup>  
Court of the Lord the King now here fully understood for that it appears to the Court  
now here that the plea afores<sup>d</sup> of said Joel by him in manner aforesaid pleaded  
and the matter in the same contained is insufficient in Law to oblige the said Joseph to  
reply thereto and forasmuch also as said Joel hath not in any manner denied  
the Plaintiff's action afores<sup>d</sup> Therefore it is considered that said Joseph do recover  
against the said Joel thirty pounds of lawful money Damages and Costs of this Suit  
taxed above pound seven Shillings and ~~pence~~<sup>pence</sup> of like money and thereof ~  
The said Joel by his attorney above named appeals from the Judgment of this  
Court to the Superior Court of Judicature to be holden at Springfield aforesaid  
for the said County of Hampshire on the fourth Tuesday of September next and  
he recognises with Sureties as the Law directs for the said Joel's prosecuting his  
Appeal with effect there as by the said Recognizance on file appears ~

Samuel Fowler of Westfield in the County of Hampshire yeoman Plt. vs Nehemiah  
Lorris of Westfield afores<sup>d</sup> husbandman Def<sup>t</sup> in a plea of Trespass for that said  
Nehemiah at said Westfield on the first Day of March last past one Clop of the  
said Samuel there called his last Division of Commons being all Wood lot of one hundred  
and twenty five Acres with four and arms did break and enter and forty of said  
Samuel's trees there then growing of the Value of three shillings each with four and  
arms did cut down and carry away and many other Inconveniences against the  
Plt. then and there did contrary to Law and against the King's peace and to the  
Damage of the said Samuel as he says the sum of £10. The Plt. appears by  
John Worthington Esq by his Att. & the said Nehemiah the Def<sup>t</sup> by Simeon Strong Gent<sup>r</sup> his  
attorney And the said Parties humbly pray that the Action may be continued until  
the next Term of this hon<sup>ble</sup> Court And the said Parties have a day before the Lord the  
King here until the Last Tuesday of August next ensuing the 1<sup>st</sup> Third Tuesday of  
May aforesaid ~

Reynold Marwin Moor of Granville in the County of Hampshire yeoman Plt. vs  
David Fowler of y<sup>e</sup> Granville yeoman Def<sup>t</sup> in a plea of Ejectment whereon  
said Reynold Marwin Moor demands against said David forty Acres of land  
in said Granville bounding eastern Land now in the Possession of one Moses Goff  
North on Land in Possession of David Fowler father of s<sup>d</sup> David western Land in  
Possession of said David the father and South on a Highway with y<sup>e</sup> appurtenances  
and says that he the said Reynold Marwin Moor within twenty years last past in a  
time of Peace was seized of the said Lands demanded with the Appurtenances in  
his Demesne as of fee taking the Profits thereof to the Value of twenty Shillings by  
the year and had no entry but by his said Father to whom one Daniel Wetmore  
demanded



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Moor  
or  
Fowler  
98-

demised the same who unjustly and without Judgment disseised the<sup>r</sup> Reynolds  
the Demandant yet the said David the Son unjustly holds out the said Reynolds  
the Demandant to his Damage one hundred Pounds. The pl<sup>t</sup>. appears by John  
Worthington by his Attorney. And the said David Fowler the Defendant by  
Joseph Hawley by his attorney comes and defends & and pray: that this Action may  
be continued to the next Term of this Honourable Court that he may have Opportu-  
nity to summons one Daniel Whitmore to warrant to him the above demanded  
Premises whose Deed of Warranty thereof to him he has and therefore vouches of  
Daniel to the Warranty thereof against the demand of the within named  
Moor and it is granted him &c. Parties have a day accordingly.

Blodget  
or  
Lock-  
99-

Moses Billing trader & Joseph Blodget Physician both of Sunderland in the County  
of Hampshire pl<sup>t</sup>. vs Joseph Lock of Shutesbury in the s<sup>d</sup>. County yeoman def<sup>t</sup>.  
in a plea of the Case for that Whereas the said Joseph on the first Day of Oct<sup>r</sup>. 1762  
at Springfield aforesaid by his note for Value rec<sup>d</sup>. promised to the said Moses  
and Samuel to pay to them or their order in boards or Shingles or sawing at y<sup>e</sup>.  
market price the full worth and value of nine pounds eighteen Shillings & nine  
pence lawful money on or before the first Day of October last past and of y<sup>e</sup>. lawful  
Interest of y<sup>e</sup>. said Sum from the above<sup>d</sup>. first Day of Oct<sup>r</sup>. 1762 yet the<sup>r</sup>. Joseph tho'  
often thereto requested has not in any manner fulfilled his said Promise or in  
any way contented the said Moses and Samuel but wholly deny, to do it to their  
Damage as they say the Sum of £15. The pl<sup>t</sup>. appears by Joseph Hawley by their  
Attorney. The<sup>r</sup>. Joseph Lock tho' three times publicly called to come into Court  
doth not come but makes default of appearance in Court. Therefore it is -  
Considered by the Court that the said Moses and Samuel do recover against  
the said Joseph of Defendant Twelve pounds two Shillings and one penny of lawful  
money Damages and Cost of Suit taxed at one pound eighteen Shillings and ten  
pence & thereof &c. The said Joseph Lock after all this now at this time comes here  
in his proper person and appeals from the Judgment of this Court to the Super.  
Court of Judicature to be holden at Springfield within and for the County of  
Hampshire on the fourth Tuesday of September next and he recognizes with  
Sureties as the Law directs to prosecute his appeal with effect as by y<sup>e</sup>. Recogni-  
zance on file appears.

Root  
or  
Lundem  
100.

Joseph Root of Montague in the County of Hampshire Gent. pl<sup>t</sup>. vs Joseph Lock  
of Shutesbury in the s<sup>d</sup>. County yeoman def<sup>t</sup>. in a plea of the Case for that Whereas  
the<sup>r</sup>. Joseph Lock on the first Day of February 1766 at Springfield aforesaid owing  
the<sup>r</sup>. Joseph Root the Sum of Seventeen pounds nineteen Shillings and Six pence  
two farthings of lawful money for the several Articles contained in the Schedule  
annexed to the pl<sup>t</sup>. Writ in Consideration thereof promised the said Root to pay  
him the same on demand yet the said Lock tho' often thereto requested has  
not paid the said Sum to y<sup>e</sup>. said Root but wholly deny, to do it to y<sup>e</sup>. Damage  
of the said Root the Sum of £20. The<sup>r</sup>. Joseph the pl<sup>t</sup>. appears by Joseph Hawley  
by his Attorney. The said Joseph Lock being three times publicly called to come  
into Court makes default of appearance here. Therefore it is Considered by  
the Court that the<sup>r</sup>. Joseph Root do, with his agent, recover against the<sup>r</sup>. Joseph  
Lock four pounds two Shillings and three pence of lawful money Damages (w<sup>ch</sup>. the pl<sup>t</sup>. says is  
the balance due to him from the def<sup>t</sup>.) and Cost of Suit taxed at Two pounds and four  
pence and thereof he may have his execution &c. After all



After all which the said Joseph Lock comes here in his proper person and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs to prosecute his appeal with effect as by the said Recognizance on file appears

John Raa of Greenwich in the County of Hampshire yeoman plt. vs Oliver Partridge of Hatfield in the said County Esq and Sheriff of the said County Def. in a plea of the Case for that Whereas the s. John on the 22. day of Oct. last sued out a Writ of Execution from the Clerk's office of the Inferiour Court of Common pleas for y<sup>e</sup>. County directed to y<sup>e</sup> Sheriff of the s. County or his Deputy reciting that Whereas the s. John by y<sup>e</sup> consideration of y<sup>e</sup>. Court holden at Springfield on the last Tuesday of August last recovered Judgment against Phineas Stedman of Springfield afores. yeoman for the sum of sixteen pounds 3/10 1/4 Damages and one pound 19/6 Cost of Suit therefore commanding them to levy y<sup>e</sup>. Sums of y<sup>e</sup> Goods &c of y<sup>e</sup>. Phineas and cause the same to be paid to the said John &c and make Return of y<sup>e</sup> Writ with their doings to the said Court at the Term thereof of y<sup>e</sup> Second Tuesday of November then next Which y<sup>e</sup>. John afterwards the same day delivered to one George Hitchcock a Deputy Sheriff under the said Oliver Who rec<sup>d</sup>. the whole Contents thereof of y<sup>e</sup>. said Phineas but never paid any part thereof to the s. John for which y<sup>e</sup>. Oliver stands chargeable and ought to pay the same but deny, to do it to the damage of the s. John as he say. £20. The plt. appears by Simon Strong his Attorney The s. Oliver being three times publicly called makes Default of Appearance here - Therefore it is Considered by y<sup>e</sup> Court that y<sup>e</sup>. said John do recover against the said Oliver eighteen pounds, fourteen shillings and nine pence three farthings of lawful money Damages and Cost of Suit taxed at one pound twelve shillings and six pence & thereof

The s. John by his s. Att<sup>r</sup> acknowledges he has rec<sup>d</sup>. the full Contents of this Judgt<sup>r</sup> Damages and Cost as may be seen on y<sup>e</sup> Docket

David Jones Jun<sup>r</sup>. of Wilbraham in y<sup>e</sup> County of Hampshire yeoman by John Jones of Worthington Esq his Attorney and John Steverson of Springfield in y<sup>e</sup>. County yeoman by Moses Blip Gent. his Attorney now come here and agree that the Action commenced by the said Jones against the said Steverson and entered with the Actions which were prosecuted at the Term of this Court of the Third Tuesday of May A.D. 1765 and by the said Parties then referred to Arbitrators then mutually chosen by them, and by occasion of Misinformation given one of y<sup>e</sup> said Attornies by his Client, at the then next Term of y<sup>e</sup>. said Court called out and discontinued, may be entered with the Actions of this Term And that y<sup>e</sup> Award of y<sup>e</sup>. Arbitrators now brought into Court made upon the matters to them submitted as aforesaid shall be of y<sup>e</sup>. same force and effect as if the Action had not been discontinued as aforesaid and that the s. Parties shall be in all respects holden thereby as fully as if y<sup>e</sup>. same had been legally returned and brought into this Court The Discontinuation of y<sup>e</sup>. Action as aforesaid notwithstanding - And the s. Award being read (as on file) is accepted

Therefore it is Considered by the Court that the s. David do recover against the s. Steverson three pounds of lawful money Damages and Cost of Court &c taxed at two pounds 8/6 and thereof

Done at July 18<sup>th</sup> 1766

The foregoing Judgments and orders &c being made and entered up in manner aforesaid the said Court was then adjourned without Day

Att<sup>r</sup> W. Williams Cler



Court of } At his Majesty's Court of General Sessions of the Peace holden at Springfield  
General } within and for the County of Hampshire on the Third Tuesday of May, being  
Sessions of } the Twentieth day of the said month (and de die in diem to & twenty fifth  
the Peace } day of the same Month? Anno Domini 1766.  
May 1766

Justices of the said  
Court present

attended  
Israel Williams Esq 4 days  
John Worthington Esq 5 days  
Josiah Dwight Esq 6 days  
Joseph Hawley Esq 3 days  
Timothy Dwight Esq 6 days  
Thomas Williams Esq 6 days  
Ulad Taylor Esq 3/16<sup>th</sup> day  
Daniel Burt Esq 5 days

Grand Jurors  
Nath<sup>l</sup> Brewer foreman  
Rich<sup>d</sup> Woodworth  
Nathaniel Clarke  
John Wright  
Jonath<sup>n</sup> Worner  
Noah Coleman  
William Sacket  
Jonathan Arms - absent  
John Clary - This  
Ebenezer Field Jury  
Jonathan James attend  
Daniel Gray ed 4  
Israel Gibbs Days  
Benjamin Cooley  
John Smith  
Justus Rose  
John Smith 2<sup>d</sup>  
Joseph Easton  
Anthony Needham

Petit Jurors -  
Benjamin Colt fore<sup>n</sup>  
Nathan Morgan  
Benoni Chapin  
Daniel Grainger  
Silas Clark  
Thomas Meekins  
Rich<sup>d</sup> Talley  
Joseph Williams  
Stephen Blackmer  
James Henry  
Philip Lyon  
Nathaniel Sikes

James Henry was off  
& De<sup>l</sup> Tal<sup>l</sup> George Clark on  
in the Case  
J<sup>r</sup> Rex vs Williston

J<sup>r</sup> Rex vs } Here to fore to wit at the Court of General Sessions of the Peace holden at North<sup>n</sup>  
Nath<sup>l</sup> } within and for the County of Hampshire on the second Tuesday of February in y<sup>e</sup>  
Williston } sixth year of the Reign of thes<sup>e</sup> Lord the King by the oath of Twelve Jurors it is  
presented That Nathaniel Williston of Springfield in the County of Hampshire  
yeoman at said Northampton on the 25<sup>th</sup> day of Oct<sup>r</sup> then last past together with  
Elijah Alvord of South Hadley yeoman Thomas White of s<sup>d</sup> South Hadley yeoman  
Joel Rly of s<sup>d</sup> Springfield yeoman William Day of s<sup>d</sup> Springfield yeoman Lucas  
Morgan of said Springfield yeoman riotously routously and unlawfully did  
meet and assemble together to disturb the Peace of the said Lord the King & being  
sommet and assembled together he the s<sup>d</sup> Nathaniel together with thes<sup>e</sup> Elijah  
William Joel Lucas and Thomas did then and there and assault make  
with force and Arms on the body of Elijah Lyman of thes<sup>e</sup> Northampton and  
him the said Elijah Lyman did then and there beat bruise wound falsely  
imprison and restrain of his Liberty for the space of Six Hours and other  
Inconveniences to him the said Elijah Lyman then and there did to the great  
Terror of the People (his Majesty's high Subjects) & of Great Damage of the said  
Elijah Lyman contrary to Law and against the Peace of our said Lord the  
King his Crown and dignity. Whereupon it was warranted to the Sheriff to  
cause the s<sup>d</sup> Nathaniel to come to answer & And now comes here the s<sup>d</sup> Nathaniel  
in his proper person and having had the hearing of the Indictment aforesaid  
he pleads that thereof he is not guilty and of this puts himself on the Country.  
And John Worthington Esq who for our Lord the King in this behalf prosecutes  
likewise doth the same. Thereupon the Jurors of the Jury according to & from and  
effect of the Statutes in this behalf provided now at this time returned & impanelled  
being demanded likewise now come Who to declare the Truth concerning the  
Premises being duly sworn declare upon their Oath that y<sup>e</sup> s<sup>d</sup> Nathaniel  
Williston



Williston is guilty. Therefore it is considered by the Court that the said Nathaniel be taken to satisfy our Lord the King of his fine by occasion of the Trespass just aforesaid in the Indictment aforesaid above specified Which fine by the Justices of the Lord of King now here is assessed at forty Shillings of lawful money to be to the use of our Lord the King and for this Purpose paid into the County Treasury. It is also considered that the said Nathaniel find Sureties in the sum of £w for the good behaviour towards the King and all his liege Subjects particularly the <sup>1</sup> Elijah Lyman until the next Term of this Court and pay Costs of Prosecution taxed at three pounds 12<sup>sh</sup> 6<sup>d</sup> standing committed to fine & cost paid to Clerk in Court

The above named Nathaniel Williston and Aaron Ely of Springfield yeomen now here in their proper persons acknowledge themselves to be severally indebted to our Sovereign Lord the King in the sum of ten pounds to be made and levied of their Goods or Chattels Lands or Tenements and in want thereof upon their bodies to the use of our said Lord the King his heirs or Successors in case default be made in the performance of the condition here following viz the condition of this recognizance is such that if the abovesaid Nathaniel Williston shall be of the good behaviour towards his Majesty and all the liege Subjects of our Lord the King until the last Tuesday of August next ensuing and particularly towards the <sup>1</sup> Elijah Lyman Then the <sup>1</sup> Recognizance to be void otherwise to abide & remain in full force &

John Worthington by attorney to our sovereign Lord the King in this behalf informs and gives this Court to understand That Jonathan Smead Junr of Greenfield in the County of Hampshire yeoman at said Greenfield in the County the twenty fifth day of December last past did with force and arms hunt and kill two grown wild deer and then and there had in his possession the Raw Skin and raw flesh of two wild Deer killed after the twenty first day of December last Contrary to one Law of this Province in that Case provided the King's peace his Crown and Dignity. The <sup>1</sup> John Worthington by who for our Lord the King in this behalf prosecutes now comes here. And the <sup>1</sup> Jonathan Smead now here in his proper person having had & hearing of the Information aforesaid and being put to answer & he says he will not contend with our said Lord the King concerning the premises and thereof he puts himself upon the Mercy of our Lord the King. Therefore it is considered by the Court that the said Jonathan Smead be taken to satisfy the Lord the King of his fine by occasion of the Trespass warranted and killing aforesaid. Which fine by the Justices now here is assessed at twelve pounds of lawful money to be the one moiety thereof to the use and behoof of the <sup>1</sup> Lord the King & of farthe to be paid into the County Treasury and of the other moiety the one half to Paul Hawks of Deerfield and the other half to Moses Chandler of Bernardston who were original Informers against the said Jonathan and that the said Jonathan pay Costs of Prosecution taxed at nineteen Shillings and two pence standing committed to fine & cost paid to Clerk in Court

Heretofore to wit at the Court of General Sessions of the peace holden at Northampton within and for the County of Hampshire on the Second Tuesday of February in the sixth year of the Reign of his Majesty George the Third King &c by the oath of twelve Jurors it is presented That Ebenezer White of Westfield in the County yeoman Levi Root of said Westfield yeoman Nathaniel Gillet Junr of Simsbury in the County of Hartford & Colony of Connecticut yeoman & Isaiah Rice of Simsbury yeoman on the sixteenth day of January last past in the night time of the same day at Granville in the County of Hampshire did with force and arms viz with Clubs



with clubs and axes riotously routously and unlawfully meet and assemble themselves together to disturb the Peace of the Lord the King and being so met and assembled together they the said Ebenezer Levi Nathaniel and Isaiah then & there with force and arms broke and entered the Dwelling house of Phineas Perkins of said Granville and in and upon the bodies of the s<sup>r</sup>. Phineas and Tabitha his wife then and there being in the King's peace and at rest in their beds an assault made and them with force and Violence pulled and dragged out of their beds and also him the said Phineas they the s<sup>r</sup>. Ebenezer Levi Nathaniel and Isaiah then and there beat bruised and wounded and also one Eunice Perkins then and there being in the King's peace they the s<sup>r</sup>. Ebenezer Levi Nathaniel and Isaiah then and there beat and bruised and other enormities to the said Phineas Tabitha and Eunice they then and there did to y<sup>e</sup> Great Terror of the people his Majesty's liege Subjects to the great Damage of the said Phineas Tabitha and Eunice contrary to Law and against the Peace of our said Lord the King his Crown and Dignity Whereupon it was

Commanded to the Sheriff &c. And the before named Ebenezer White who at y<sup>e</sup> said Court of General Sessions of y<sup>e</sup> Peace holden at Northampton afores<sup>d</sup>. on y<sup>e</sup>. 2<sup>d</sup>. Tuesday of February afores<sup>d</sup>. by his Recognizance there acknowledged undertook and engaged to be personally here in this Court to answer to the Presentment afores<sup>d</sup>. being three times publicly excoited doth not come but makes default of appearance here — And now comes here in his proper person the before named Levi Root and having had the hearing of the Indictment aforesaid he pleads that he is not guilty thereof and of this he puts himself on the Country — And John Worthington by Who for our Sovereign Lord the King in this behalf prosecutes likewise doth the same — Thereupon the Jurors of the Jury avoiding the form and effect of the Statutes in this behalf provided now returned and impanelled being demanded likewise now come Who to say the Truth concerning the premises being duly sworn declare upon their oaths that the said Levi Root of y<sup>e</sup> Trespas contempt and Riot in the Indictment afores<sup>d</sup>. above specified in manner and form as against him is above supposed is guilty — Therefore it is Considered by the Court that y<sup>e</sup>. s<sup>r</sup>. Levi Root be taken to satisfy our Lord the King of his fine by Occasion of the afores<sup>d</sup>. Trespas & Riot Which fine by the Justices now here is assessed at thirty Shillings of lawful money to the use and behoof of y<sup>e</sup>. s<sup>r</sup>. Lord the King and for this purpose to be paid into the County Treasury &c. And it is also considered that y<sup>e</sup>. s<sup>r</sup>. Levi do find Sureties to y<sup>e</sup>. said Lord the King in the sum of ten pounds to be of the good behaviour towards his Majesty and all his liege Subjects especially the said Phineas Tabitha and Eunice until the next Term of this Court and pay Costs of Prosecution taxed at three pounds five shillings & 10<sup>d</sup>. standing committed to fine Court p<sup>o</sup>. C<sup>o</sup>. W<sup>o</sup>.

And the said Nathaniel Gillet now comes here in his proper person & the s<sup>r</sup>. John Worthington by Who for our Lord the King in this behalf prosecutes also comes here And y<sup>e</sup>. s<sup>r</sup>. Nathaniel having had y<sup>e</sup> hearing of y<sup>e</sup> Indictment afores<sup>d</sup>. says he will not contend with y<sup>e</sup>. s<sup>r</sup>. Lord the King concerning the premises and thereof he puts himself upon the mercy of y<sup>e</sup>. said Lord the King — Therefore it is Considered by the Court that the s<sup>r</sup>. Nathaniel be taken to satisfy the Lord y<sup>e</sup> King of his fine by Occasion of y<sup>e</sup> Trespas & Riot afores<sup>d</sup>. which fine by the Court now here is assessed at five Shillings to be to y<sup>e</sup> use of the said Lord the King and for the said purpose paid into the County Treasury And also that he pay the Costs of this Prosecution taxed at one pound 18<sup>d</sup>. 10<sup>d</sup>. standing committed to fine Court p<sup>o</sup>. C<sup>o</sup>. W<sup>o</sup>. The other two not taken —



Heretofore to Wit at the Term of this Court of the Second Tuesday of February in the Sixth  
year of the Reign of George the Third King or by the Oath of Twelve Jurors it is presented  
That Nathan Barlo yeoman Phinehas Tinker yeoman Moses Allen yeoman all of  
Granville in the County of Hampshire Ephraim Brookaway yeoman and Ezra  
Holcomb yeoman both of a place called the Wedge of Land in the County of Hartford and  
Colony of Connecticut, together with one Levi Root Nathaniel Gillet Junr. and Isaiah Rice  
at said Granville on the Sixteenth day of January last past with force and arms  
riotously routously and unlawfully did meet and assemble themselves together to  
disturb the Peace of our said Lord the King and being so met and assembled together  
they the said Nathan Phinehas Moses Ephraim and Ezra together with the other persons  
before named with force and Arms then and there broke and entered the Dwelling house  
of Phinehas Perkins of said Granville and him the said Phinehas they then and there  
assaulted falsely imprisoned and restrained of his liberty for the space of ten hours &  
him forcibly took and carried out of and from his said Dwelling house against his will  
hither and there being in the King's Peace and many other Inconveniences to him the said  
Phinehas they then and there did to the great Terror of the People his Majesty's liege  
Subjects & to the great Damage of the said Phinehas contrary to Law and against the  
Peace of the said Lord the King his Crown and Dignity Whereupon it was Comanded  
to the Sheriff that he should cause them to come to answer - And now John Worthington  
Esq. Who for our Sovereign Lord the King in this <sup>behalf</sup> prosecutes comes here to prosecute the  
offenders. And Nathan Barlo aforesaid now comes here in his proper person and having had  
the hearing of the Indictment aforesaid he says he will not contend with the Lord the  
King thereupon and of this puts himself upon the King's Mercy. Therefore it is considered  
by the Court that the said Nathan be taken to satisfy the Lord the King of his fine by occasion  
of the Trespass contempt and Riot & aforesaid which fine is assessed by the Court now here  
at five Shillings to be to the use of said Lord the King and paid into the County Treasury  
& Costs of Prosecution taxed at one pound 18/10 standing committed to -

And the said Phinehas Tinker now comes here in his proper person and having had  
the hearing of the Indictment aforesaid he says he will not contend with the Lord the  
King concerning the premises & thereof puts himself upon the mercy of said King.

Therefore it is Considered by the Court that the said Phinehas be taken to satisfy  
of Lord the King of his fine by occasion of the Trespass Riot and Assault aforesaid which  
fine by the Court of the Lord the King now here is assessed at five Shillings for  
the use of said Lord the King and to be paid into County Treasury & it is also considered  
that he pay the Costs of this Prosecution standing committed to & taxed at one pound 18/10.

And the before named Moses Allen now comes here in his proper person and having  
had of hearing of the Indictment aforesaid he says he will not contend with our Lord the  
King concerning the premises and thereof puts himself upon the Mercy of said  
Lord the King. Therefore it is considered by the Court that the said Moses Allen be taken  
to satisfy our Lord the King of his fine by occasion of the Trespass contempt riot &  
Assault aforesaid which fine by the Court of said Lord the King now here is assessed at  
five Shillings of lawful money to the use and behoof of said Lord the King and for  
this purpose paid into the County Treasury and it is also considered that the said Moses  
do pay the Costs of this Suit or Prosecution taxed at thirty eight Shill. & ten pence  
standing committed to - And the before named Ephraim Brookaway now  
comes here in his proper person and having had the hearing of Indictment  
aforesaid says he will not contend With our Lord the King thereupon And puts  
himself upon the King's Grace. Therefore it is Considered by the Court that the



Ephraim } of the Trespass contempt riot Assault false imprisonment & aforesaid which fine  
Brookaway } fine by Court of the Lord the King now here is assessed at five Shillings to be to y<sup>e</sup>  
use and behoof of y<sup>e</sup> Lord the King and for this purpose paid into the County  
Treasury It is also considered that he pay the Costs of this Prosecution taxed at  
one pound eighteen Shillings and ten pence standing committed &

Ezra } And the said Ezra Holcomb now comes here in his proper person and having  
Holcomb } had the hearing of the Indictment aforesaid he says he will not contend with the  
Lord the King thereupon and thereof puts himself upon the mercy of the s<sup>d</sup> Lord  
the King - Therefore it is considered by the Court that the s<sup>d</sup> Ezra be taken to satisfy  
the s<sup>d</sup> Lord the King of his fine by Occasion of the Trespass Contempt Riot Assault  
& false imprisonment aforesaid which fine of y<sup>e</sup> s<sup>d</sup> Ezra by the Justices now here is assessed  
at five Shillings of lawful money to the use and behoof of y<sup>e</sup> said Lord <sup>the King</sup> and for this pur-  
pose to be paid into the County Treasury & it is also considered that he pay y<sup>e</sup> Costs of  
this Prosecution taxed at one pound eighteen Shillings and ten pence standing  
committed & The fine & Cost in these several Cases secured to Col<sup>l</sup> Worthington

J. Rea } By the Oath of Twelve Jurors it is now at this time presented that Sarah Porter  
or } of Westfield in the County of Hampshire Spinster at said Westfield on the last Day  
Sarah } of January last did willingly and willing commit the crime of Fornication &  
Porter } then and there had carnal knowledge of some male Person to the Jurors unknown  
and had then and there a Child begotten on her body by fornication contrary to  
the Law of this Province in that Case made and provided the Peace of the said  
Lord the King his Crown and Dignity Whereupon it was commanded & And  
afterwards on the said Third Tuesday of May aforesaid before the Justices of y<sup>e</sup> s<sup>d</sup>  
Lord the King came here in his proper person the s<sup>d</sup> Sarah Porter & John Worthing-  
ton Esq<sup>r</sup> Who for our Lord the King in this behalf prosecutes likewise comes here to  
prosecute y<sup>e</sup> same Sarah and Indictment aforesaid Who having had y<sup>e</sup> hearing of  
it pleads that she is thereof guilty - Therefore it is considered by the Court that y<sup>e</sup>  
said Sarah be taken & to satisfy our Lord the King of her fine by occasion of the  
Trespass Contempt and Fornication aforesaid y<sup>e</sup> s<sup>d</sup> fine is by the Court now here assessed  
at 20<sup>s</sup> to be to y<sup>e</sup> use and behoof of y<sup>e</sup> said Lord the King and for this purpose paid into y<sup>e</sup> County  
Treasury and it is also considered that she pay Costs of Prosecution taxed at one  
pound nine Shillings and eight pence standing committed & paid by Clerk

Idem } Zerviah Root of Westfield in y<sup>e</sup> County of Hampshire Spinster comes into  
Zerviah } this Court in her proper person and here freely confesses that at s<sup>d</sup> Westfield in  
Root } July 1765 she committed Fornication with one Isaac Mixer contrary to y<sup>e</sup>  
Statute of this Province in that Case made and provided and thereof & Therefore it  
is considered by y<sup>e</sup> Court that she be taken to satisfy our Lord the King of her fine by  
Occasion of the Trespass Contempt and Fornication aforesaid and y<sup>e</sup> same fine is assessed  
by y<sup>e</sup> Court at twenty Shillings to be to y<sup>e</sup> use and behoof of y<sup>e</sup> Lord the King and for this  
purpose paid into the County Treasury It is also considered that she pay Costs of Court taxed  
at eleven Shillings & four pence standing committed & - paid - paid y<sup>e</sup> fine by Treas<sup>r</sup>  
And thereupon John Worthington Esq<sup>r</sup> Attorney to our Sovereign Lord the King comes  
here and says he will no farther prosecute the above named Zerviah upon y<sup>e</sup> present  
ment now found by the Oath of Twelve Jurors against the same Zerviah for y<sup>e</sup> crime  
of Fornication committed at Westfield aforesaid on the first Day of July last past  
by her having carnal knowledge of some male person &



Elijah Wisley yeoman and David Wisley yeoman both of Greenfield in y<sup>e</sup> County of Hampshire came personally before this Court and acknowledge themselves to be severally <sup>David Wisley's Recognizance</sup> indebted to our sovereign Lord the King in the sum following viz the said Elijah as principal in the sum of thirty pounds and the said David as surety in the sum of thirty pounds to be levied of their goods or Chattels Lands or Tenements and in want thereof upon their bodies to y<sup>e</sup> use of y<sup>e</sup> said Lord the King his heirs or Successors in case Default be made in the performance of the condition following. The condition of this Recognizance is such that if the said Elijah Wisley shall personally appear before the Court of General Sessions of the Peace to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August next to answer to such things as on the part of the said Lord the King shall be objected against him y<sup>e</sup> said Elijah more especially to y<sup>e</sup> Information and Complaint of Moses Bliss Gent. Attorney for our said Lord the King in this behalf made at the last February Term of this Court for killing three wild Deer contrary to y<sup>e</sup> Law of this province &c and shall do and receive that which by the said Court shall then and there be enjoined him thereon and not depart without licence then this Recognizance is to be void otherwise of full force and effect.

Isaac Brown of Greenfield in y<sup>e</sup> said County of Hampshire yeoman personally <sup>Isaac Brown's Recognizance</sup> came here before this Court and acknowledges himself to be indebted to our sovereign Lord the King in the sum of five pounds to be levied of his Goods or Chattels Lands or Tenements and in want thereof upon his body to the use of y<sup>e</sup> said Lord the King his heirs or Successors in case default be made in the condition following to wit y<sup>e</sup> condition of this Recognizance is such that if the said Isaac Brown shall personally appear before the Court of General Sessions of the Peace to be holden at Springfield in and for the said County of Hampshire on the last Tuesday of August next to testify y<sup>e</sup> truth and give evidence on y<sup>e</sup> part of our said Lord the King concerning the Supper and killing chary? against Elijah Wisley of y<sup>e</sup> said Greenfield in an Information exhibited against y<sup>e</sup> said Elijah by Moses Bliss Gent. Attorney for y<sup>e</sup> said Lord the King at the last February Term of this Court and not depart without licence then the said Recognizance is to be void otherwise of full force.

Nathaniel Ely of Springfield in the County of Hampshire yeoman who is the Third of <sup>Nathaniel Ely's Recognizance</sup> that Name there and Benjamin Day of the said Springfield personally came before this Court and acknowledge themselves indebted to our sovereign Lord the King in the sum following to wit the said Nathaniel principal in the sum of ten pounds the said Benjamin surety in the sum of ten pounds to be levied upon their goods or Chattels Lands or Tenements and in want thereof upon their bodies to the use of our said Lord the King his heirs or Successors in case Default be made in the performance of the condition under Written to wit the condition of the foregoing Recognizance is such that if the above named Nathaniel Ely shall personally appear before the Court of General Sessions of the Peace to be holden at Springfield afores<sup>d</sup> for the County afores<sup>d</sup> on the last Tuesday of August next to answer to such things as on the part of the said Lord the King may be objected against him the said Nathaniel particularly to the Indictment found against him at the Term of this Court of the last Tuesday of August last for unlawfully exercising himself in catching of fish on a certain Lords Day and shall do and receive that which by the said Court shall then and there be enjoined him thereon and not depart without licence then y<sup>e</sup> said Recognizance is to be void otherwise to remain in full force and effect.

Leonard Courner yeoman and Suba Leonard yeoman both of Springfield in the County of Hampshire personally came before this Court and acknowledge themselves to be <sup>Leonard Courner's Recognizance</sup> severally indebted to our sovereign Lord the King in the sum following viz in y<sup>e</sup> sum of five pounds each to be levied upon their goods and Chattels Lands or Tenements and in want



Boornes & Leonard Wil. 2<sup>d</sup> Nat. 2<sup>d</sup> lly and in want thereof upon their bodies to the use of the said Lord the King his heirs or Successors in case default be made in the performance of the Condition following - The Condition of this Recognizance is such that if the said Boornes and Leonard shall personally appear before the Court of General Sessions of the Peace to be holden at Springfield aforesaid for County aforesaid on the last Tuesday of August next ensuing to testify the Truth and give evidence for said Lord the King concerning certain Treasures Contempts and offences of which Nath<sup>l</sup> lly of the said Springfield yeoman the third of that name there is indicted and not depart without license then the said Recognizance to be void otherwise of full force

Frederick Earnest of Springfield in the County of Hampshire yeoman who stands bound by Recognizance taken before Josiah Dwight by one of his Majesty's Justices of the Peace for the County of Hampshire returned at the last Term and thence brought to this Court by Continuance being now called comes here and is at this time discharged therefrom by Proclamation by Order of Court

Moses Wilder of Thetisbury in the County of Hampshire yeoman who stands bound by Recognizance taken and acknowledged before this Court at the Term thereof of the ~~second~~ <sup>second</sup> Tuesday of February now comes before the Court and he is now discharged from the said Recognizance by Proclamation by Order of Court

County Register Upon opening and sorting the Votes at this time returned by the several Towns in the County for a Register of Deeds for the County of Hampshire it appears that Edward Pynchon of Springfield by is chosen to that Office by a majority of Votes and the said Pynchon was now sworn in Court to the faithful discharge of his Trust as the law directs and filed above according to form and effect of the Statute in this Case made & provided to the Court's acceptance

County Treasr Upon opening and sorting the Votes for a County Treasurer for the County of Hampshire at this time returned it appears that Edward Pynchon of Springfield by is chosen to that Office by a majority of Votes and he was now duly sworn before this Court to the faithful discharge of his Trust and office aforesaid

Hooker's Ferry License is granted by this Court to Abner Whitney of Deerfield to keep a ferry at the place called Hooker's ferry place against the Town of Sunderland until the next February term of this Court. And it is ordered by the Court that the fare for man and horse shall be two pence from this time until the second Tuesday of November next and three pence from that time to the said Next February Term - And one penny half penny for a single person during the whole of said Term

And Nathan Drury of Deerfield in County of Hampshire yeoman comes here and acknowledge himself indebted to our sovereign Lord the King in the Sum of £10. to be levied on his goods or Chattels Lands or Tenements and in want thereof on his body to the use of the said Lord the King his heirs or Successors in case Default be made in the performance of the Condition following - The Condition of this Recognizance is such that if the s<sup>d</sup> Abner Whitney shall faithfully attend and perform the Duty of his place or Trust aforesaid during of Term aforesaid & shall not exact any greater or larger Sum for the fare than is ordered as aforesaid then the said Recognizance to be void otherwise not

Ferry at Deerfield River License is granted by this Court to Moses Smith of Deerfield to keep a ferry at the usual ferry place over Deerfield River in County Road leading from Deerfield to Greenfield for the year next ensuing And it is ordered by Court that the fare for man and horse & for a single person shall be the same it was the



the last year. And Thomas Williams of Deerfield by now here in his proper person acknowledges himself indebted to our sovereign Lord the King in the sum of ten pounds to be levied on his goods or Chattels Lands or Tenements and in want thereof upon his body to the Use of the said Lord the King his heirs or Successors in case Default be made in the performance of the Condition following to wit the Condition of the foregoing Recognizance is such that if the aforesaid Moses shall truly and faithfully attend and perform the duty of his trust or place aforesaid during the Term aforesaid and shall not exact at any time more than if here ordered as aforesaid then the Recognizance is to be void else to remain in force.

License is granted by this Court to David Stebbins of Deerfield to keep the ferry at the place called Trench's ferry place at the north end of Sunderland for the year next ensuing, & it is ordered that the fare for man and horse and for a single person shall be the same it was last year. And Thomas Williams of Deerfield by now here in his proper person acknowledges himself to be indebted to our sovereign Lord the King in the sum of ten pounds to be levied upon his goods or Chattels Lands or Tenements and in want thereof upon his body to the use of our said Lord the King his heirs or Successors in case Default be made in the performance of the Condition here following to wit The Condition of this Recognizance is such that if the said David Stebbins shall well & faithfully attend and perform the Duty of his trust or place aforesaid during of Term aforesaid and shall at no time exact more than the appointed fare above said then the said Recognizance is to be void otherwise to remain in full force.

It is ordered by this Court that the sum granted by the Court at May Term 1765 to the District of Ware to aid them viz the Inhabitants of Ware in building a bridge in the place where the last County bridge stood over Ware River shall be paid to William Breakenridge of said Ware and that if County Treasurer be directed accordingly. Order is 6<sup>th</sup> June 1766.

A further Account was now presented by Josiah Dwight by one of the Committee heretofore appointed to build a new Goal for his Majesty, upon the County of Hampshire by which it appears there is a balance due from the County to the Committee for their expenses & disbursements in that business of thirty one pounds eight Shillings and three pence three farthings. And it is ordered by the Court that if said sum now due in balance to the Committee be paid to Josiah Dwight by out of County Treasury the s<sup>d</sup> Josiah standing accountable in order is 6<sup>th</sup> June 1766.

The County of Hampshire as followeth - To Nathaniel Dwight for laying a Road from Belcherstown meeting house to Palomar and through Brimfield two days at 7/ 3 days planing & making of return & 6/- £3.7.0  
To Moses Bliss 6 1/2 days at 7/ 1/2 day 2.5.6  
To Thomas Stebbins for 7 1/2 days at 6/- 2.5.0  
To John Rely for seven and a half days at 6/- 2.5.0  
To Daniel Harris for 6 1/2 days at 6/- 1.19.0  
£12.1.6

This account was now presented to the Court and the said Account being inspected by the Court is allowed and it is ordered by this Court that the sum annexed to the names of the several persons named in the Account be paid to them respectively out of County Treasury & that an Order pass to the Treasurer accordingly. Order is 19<sup>th</sup> Feb 1766.

Trench's  
ferry  
Stebbins

Payment  
ordered of  
sum  
granted  
to Ware

Goal-  
Committee  
Further  
Acct

Committee  
who laid  
the Road  
from  
Belcher  
to Palomar  
Acct

Entered here by  
mistake



203

Committee who laid the Way to William de Ault	The County of Hampshire to a Committee for laying out a Road from Williamborough through Ashfield and down to Hatfield &c as followeth viz	
	To Nath <sup>l</sup> . Dought 15 days & 8 <sup>d</sup> for making of plan of y <sup>e</sup> Road & Return 3 days & 4 <sup>d</sup>	16. 3.
	To Nathaniel Clark eleven days & 6 <sup>d</sup>	3. 6.
	To Oliver Warner eleven days & 6 <sup>d</sup>	3. 6.
	To Solomon Bottwood fifteen days & 6 <sup>d</sup>	4. 10.
	To Noah Strong five Days & 6 <sup>d</sup>	1. 10.
	To Lisha Hubbard a pifting 5 days & 6 <sup>d</sup>	1. 10.
	To Simeon Morton one day and a half a pifting & 5 <sup>d</sup>	7. 6.
	To Moses Wait one day a pifting & 5 <sup>d</sup>	5.
	To Philip Phillips three days a pistance & 4 <sup>d</sup>	12.
	To Capt. Moses Fuller one day 5 <sup>d</sup> his son one day 4 <sup>d</sup>	9.

The foregoing being now presented to the Court it appears that y<sup>e</sup> same  
is a reasonable account & y<sup>e</sup> Court do allow y<sup>e</sup> same and order that y<sup>e</sup> County  
Treasurer be directed to pay the several persons above named the sums  
annexed to their respective names out of y<sup>e</sup> County Treasury and that an  
order be issued accordingly. Order is 24<sup>th</sup> May 1766

Goaler's  
Ault  
Tetter } Abner Smith of Springfield in the County of Hampshire keeper of the  
Prison there now presents an Account for dieting Benjamin Salter from y<sup>e</sup>  
last Nov: Term to the 27<sup>th</sup> of Jan<sup>y</sup> last 11 Weeks and for fuel found him during  
that time amounting in y<sup>e</sup> whole to two pounds 15<sup>s</sup> which having been  
inspected by the Court is allowed & it is ordered that y<sup>e</sup> County Treasurer be  
directed to pay y<sup>e</sup> sum to the said Smith in full discharge of y<sup>e</sup> Ault -  
Order is June 6<sup>th</sup> 1766

William  
William } William William of Hatfield Gent. now brings into Court an Account  
of his Services for y<sup>e</sup> County y<sup>e</sup> year past amounting to five pounds ten  
Ault Shillings & 7<sup>d</sup> praying an allowance &c and the said Account having been seen  
by the Court is allowed and it is ordered by the Court that the said sum be  
paid the s<sup>r</sup> William out of y<sup>e</sup> County Treasury in full discharge &c and that  
an order issue accordingly. Order is 26<sup>th</sup> May 1766

Josiah  
Lyman's  
Ault } Josiah Lyman of Belcherstown now brings into Court an Account of  
Labour and disbursements in repairing swift River bridge amounting to the  
sum of eighteen Shillings & nine pence which being seen by the Court is allowed  
& it is ordered that y<sup>e</sup> said sum be paid the s<sup>r</sup> Lyman in full discharge of y<sup>e</sup> said  
Account of y<sup>e</sup> County: money & that an order go to the Treasurer accordingly -  
Order is 24<sup>th</sup> May 1766

S<sup>r</sup> Ben  
Biglo  
bill of Cost } A bill was now presented to this Court by Moses Blip Gent. Attorney for the Lord  
the King containing the particulars of the Cost incurred by y<sup>e</sup> taking examining &  
committing of Nathan Biglo on Complaint of Eleathan Wright amounting in  
the whole to eight Pounds 18<sup>s</sup> 5<sup>d</sup> as may be seen on file Which having been examined  
and seen by y<sup>e</sup> Court is allowed and it is ordered that the fees due to y<sup>e</sup> several Officers  
and others named therein be paid out of the County to the several persons to whom  
the same are respectively due & that an order issue to y<sup>e</sup> Treasurer accordingly -  
drawn for June 6<sup>th</sup> 1766

Idem  
Beckles  
bill of Cost } A bill containing the particulars of the Cost incurred by the taking examining & binding  
over to the Court of Sessions by Israel Williams by one Tim<sup>o</sup>. Beckles by on Complaint  
of Elijah Lyman and by finding a bill ag<sup>t</sup> him was now presented to y<sup>e</sup> Court and the  
same having been examined and seen by the Court is allowed and it is ordered by the  
Court that the County Treasurer be directed to pay the several persons named therein the  
fees due to them respectively out of the County Treasury - Order is June 6<sup>th</sup> 1766



Bills of Cost in the following Cases, all which are on Record of this Court at <sup>of Term</sup> thereof of the last Tuesday of August last and the particulars on file in the several cases <sup>several bills taxed against County</sup> at that Term, viz in of Case & Rex vs Aaron Smith on presentment amounting to four pounds & one penny, Idem vs Daniel Lee on presentment amounting to sum of £3.9.5, Idem vs John Lumbard on presentment amounting to sum of £1.0.1, Idem vs Nathan Tremain on presentment amounting to sum of £3.18.7 and of same agt Israel Walker on presentment amounting to the sum of 18/11. were now presented to the Court and having been severally examined & seen by this Court are allowed And it is ordered by the Court now here that of County Treasurer be directed to pay to the several persons named in the said several bills of Cost the fees due to them respectively out of the County Treasury — <sup>Orders have been issued accordingly</sup>

All Warrant under the hands and Seal of the Select-men of the Town of Hadley in the County of Hampshire bearing this Date viz May 29<sup>th</sup> 1766 and directed to Gardner Kellogg Constable of Hadley requiring him forthwith to notify and warn Samuel Tomson and Margaret his wife and William Tomson son to sd Samuel who came from Rutland in the County of Worcester to sd Hadley on the 25<sup>th</sup> day of October last forthwith to depart and leave the Town of Hadley, was now returned with this certificate thereon under the hand of the s<sup>d</sup> Gardner viz I have warned Samuel Robison and Margaret his wife and William Tomson son to sd Tomson to depart the Town of Hadley instantly And have inquired diligently and found they came from Rutland in of County of Worcester as may be seen on file —

Pursuant to a Warrant under the hands and Seal of the Select-men of the Town of Hatfield in the County of Hampshire bearing date the 9<sup>th</sup> day of May instant <sup>Caution</sup> on the 12<sup>th</sup> day of the same May Sarah Scot who came from Amherst and has resided in Hatfield from the 6<sup>th</sup> day of July last was warned to depart and leave the Town of Hatfield forthwith as by of Warrant and Return on file appears

Pursuant to a Warrant under the hands and Seal of the Select-men of the Town of Brimfield in the County of Hampshire bearing date the 15<sup>th</sup> day of January last, <sup>Caution</sup> now brought into Court, requiring one of the Constables of the s<sup>d</sup> Town to warn a child of Edward Brown's at Thomas Dunham's to depart out of the s<sup>d</sup> Town Thomas Sherman the Constable certifies that on the 5<sup>th</sup> of Feb'y 1766 he warned the said child of Edward Brown out of Town according to the s<sup>d</sup> Warrant as may be seen on file

Pursuant to a Warrant or written instrument under of hands of the Selectmen of Blanford in the County of Hampshire bearing date the 14<sup>th</sup> of April 1766, now <sup>Caution</sup> brought into Court, directed to Samuel Ferguson Constable of s<sup>d</sup> Blanford requiring him immediately <sup>to require</sup> John Hobs to depart from the s<sup>d</sup> Town On the 15<sup>th</sup> of s<sup>d</sup> April the s<sup>d</sup> Samuel went and warned John Hobs as of Law directs as on file is

Pursuant to a Warrant under the hands and Seal of the Select-men of Colrain in the County of Hampshire dated Feb'y 14<sup>th</sup> 1765 directed to William M<sup>r</sup> Creales first <sup>Caution</sup> Constable for the Town of Colrain for the year 1764 the s<sup>d</sup> William M<sup>r</sup> Creales on the 16<sup>th</sup> day of s<sup>d</sup> same February, as he says, then warn out of Colrain James Orr and John Clark and Ann Clark his wife and Andrew Clark and Jabel Clark his children

Also pursuant to a Warrant under the hands and Seal of s<sup>d</sup> Selectmen of s<sup>d</sup> Colrain directed to Robert Foulton <sup>dated the 21<sup>st</sup> Feb'y 1766</sup> Const<sup>le</sup> requiring him to warn out of s<sup>d</sup> Town the persons whose names are given to him, John M<sup>r</sup> Watters James M<sup>r</sup> Watters Elizabeth Riley & Dr. Riley also Barney Terson with his wife Terson, Terret Terson Andrew Terson W<sup>m</sup> Terson the s<sup>d</sup> Constable returns that on 4<sup>th</sup> 26<sup>th</sup> of s<sup>d</sup> Feb'y he warned out of persons whose names were written as afores<sup>d</sup>. As by s<sup>d</sup> Warrant & Returns on file more fully appears —



204  
Purp<sup>ant</sup> to a Warrant under the hands and Seal of the Select men of  
Shutesbury in the County of Hampshire bearing date the 19<sup>th</sup> day of Feb<sup>y</sup>  
1765 directed to John Chamberlain one of the Constables of S<sup>t</sup>. Shutesbury requiring  
him to warn Samuel Gould with his wife and their Children Sarah Samuel  
Isaac Daniel Beulah and <sup>to depart leaving S<sup>t</sup>. Town of Shutesbury</sup> Mehitabel on the 22<sup>nd</sup> of the same Feb<sup>y</sup> were  
warned according to the direction of the S<sup>d</sup>. Warrant by J<sup>d</sup>. John Chamberlain  
Who certifies that they have resided in the S<sup>d</sup>. Town ten months according to the  
best Information he can get as may be seen on file

Purp<sup>ant</sup> to a Warrant under the hands and Seal of the Select men of G<sup>r</sup>.  
Granville District of Granville in the County of Hampshire bearing date the 26<sup>th</sup> day of  
March 1766 William Cooley Constable on the 1<sup>st</sup> of April 1766 warned David  
Root to depart out of our (as he expressed it) Town according to the S<sup>d</sup>. Warrant and  
in manner and form as the law directs as may be seen on file

Purp<sup>ant</sup> to a Warrant under the hands and Seal of the Select men of Greenfield  
in the County of Hampshire bearing date the 15<sup>th</sup> day of Feb<sup>y</sup> 1766, now brought  
into Court, directed to J<sup>d</sup>. Constables of Greenfield requiring them forthwith to  
warn all the persons hereafter named forthwith to depart and leave the S<sup>d</sup>. District  
viz John Foster Margaret Foster John Foster Jun<sup>r</sup> and Sarah Foster who came from  
Bernardston there to reside on the 20<sup>th</sup> of last Feb<sup>y</sup> <sup>the then</sup> Simon Smith and Anna Smith  
who came from New Milford J<sup>d</sup>. 29<sup>th</sup> of April <sup>then</sup> last, Reuben Smead Rebekah  
Smead Reuben Smead Jun<sup>r</sup> and Rebekah Smead Jun<sup>r</sup> who came there from  
Montague the 7<sup>th</sup> of last May viz May then last, Deborah Frost who came there  
from Shutesbury the 30<sup>th</sup> of Oct<sup>r</sup> last, Thomas Crowfoot Abigail Crowfoot Josiah Crow-  
foot and Lucy Crowfoot who came from Deerfield there on the 11<sup>th</sup> Day of December last  
Sarah Ferrer who came from Hadley in December last John Jones Martha Jones  
and Joshua Jones who came there from Greenwith the 21<sup>st</sup> Day of last January  
On the 17<sup>th</sup> Day of the said February the S<sup>d</sup>. Persons were warned forthwith to depart  
and leave the District of Greenfield by Eleazer Wells Const<sup>le</sup> as may be seen on file

Purp<sup>ant</sup> to a Warrant under the hands and Seal of the Select men of the District of  
Montague in the County of Hampshire bearing Date Feb<sup>y</sup> 1766, now brought into Court  
directed to Medad Harvey one of the Constables of Montague requiring him to warn  
Sarah Shattuck who had resided there for the space of ten Weeks to depart forthwith  
the S<sup>d</sup>. Medad certifies that the directions of J<sup>d</sup>. Warrant have been attended by him  
according to Law - Also purp<sup>ant</sup> to another Warrant under J<sup>d</sup>. hands and Seal of the  
same Select men bearing date the twentieth day of February afores<sup>d</sup>. directed to Benj<sup>n</sup>.  
Alvord one of the Constables of Montague requiring him to warn Beck. Prescott's wife  
Scrufha Joseph Benjamin Venerer Fortunatus and Patience his Children who  
have sojourned or dwelt in the District of Montague for the space of nine months  
that they depart the S<sup>d</sup>. District forthwith the S<sup>d</sup>. Benjamin the Constable certifies that  
the Directions of the said Warrant have been attended by him - And also purp<sup>ant</sup>  
to another Warrant under the hands of the Select men of the S<sup>d</sup>. District bearing date  
the 28<sup>th</sup> day of March 1766 directed to Eliza Root Constable for the S<sup>d</sup>. District  
Requiring him to warn Venerer Prescott who came last from the District of  
Amherst to the said District of Montague forthwith to depart out of the same  
The said Eliza the Constable certifies that the Directions of the S<sup>d</sup>. Warrant hath  
been attended by him April 3<sup>d</sup> 1766 as by J<sup>d</sup>. said Warrants and Certificates on  
file may be seen



Pursuant to a Warrant under the hand and Seal of the Select men of the District of Ware  
Ware in the County of Hampshire, now brought into Court, bearing Date the fifth day of Caution  
March 1765 directed to the Constable or Constables of Ware requiring them to warn James  
Mcchenbark who came from the town of Blanford Benjamin Davies and Temperance  
Davies his wife and one Child who came from the Town of Birnfield Jane Rich who  
came from Dudley forthwith to depart from and leave the said District on the 24<sup>th</sup>  
of March 1765 Benjamin Cunnings Constable certifies that he has taken care and  
warned out the said Person, as of Law Directs, as may be seen more fully on file

And now at this Time John Northington Esq of Springfield comes herein  
his proper person further to pursue and prosecute the Petition for a Division of the  
General Field on Record heretofore And it having been shewn by the <sup>Northington</sup> Esq. that  
Northington to the Court Now here that the Proprietors of the said Great and General  
Field have been notified of the aforesaid Application of the said John in manner  
as the Law in this Case provided directs It is ordered by the Court That Timothy  
Dwight Sur. Esq Mess<sup>rs</sup> John Hunt and Gad Lyman all of Northampton and  
Mess<sup>rs</sup> John Ingersoll and Samuel Noble both of Westfield all freeholders in the  
County of Hampshire be and they are hereby appointed a Committee (under oath)  
to make the Partition prayed for if it shall appear to the said Committee to be  
expedient and to assign to each field its part or proportion of the divisional fence  
occasioned by such Partition as aforesaid to be kept up and maintained by  
the Proprietors of the respective Common fields, which said Committee or the  
Major part of them are to make Return of their Doings in the Premises to  
this Court so soon as may be and the <sup>1<sup>st</sup></sup> Petition is further Cont. to next Term to

Samuel Clap of Southampton Compt<sup>r</sup> in the Select men of <sup>Clap</sup> <sup>or</sup> <sup>Selectmen</sup> <sup>of South-</sup> <sup>ampton</sup>  
as at large on Record of <sup>1<sup>st</sup></sup> last Term - And now comes here the <sup>1<sup>st</sup></sup> Samuel in  
his proper person And Stephen Sheldon Gent. one of the Select-men of said  
District also now comes here - And the said Parties having been at this time  
fully heard upon the Premises and the Court having duly considered thereof  
It is by the Court now here ordered that Mess<sup>rs</sup> Daniel White Obadiah Dick-  
inson and Eliza Hubbard all of Hatfield be a Committee to view the ground  
particularly mentioned in the aforesaid Petition and other grounds there  
which they may judge it necessary to view in order to satisfy themselves of  
the Necessity or expediency of the Way prayed for, and Report their Opinion  
respecting such Way being laid to this Court as soon as may be, giving season-  
able Notice to the Parties, of their meeting for the said purpose and the said  
Parties have a further Day before the Court until <sup>1<sup>st</sup></sup> last Tuesday of August next &c

James Morton of Blanford in the County of Hampshire Clerk Compt<sup>r</sup> in The In-  
habitants of the <sup>1<sup>st</sup></sup> Blanford, Which said James humbly shews to this Court that <sup>Morton</sup> <sup>is</sup> <sup>Blanford</sup>  
said James now is and ever since the last Day of April <sup>1<sup>st</sup></sup> 1749 has been the  
minister of the said Town of Blanford and the minister of the Church of Christ  
in said Blanford being before that time called and chosen to said ministry by  
said Town of Blanford and said Church according to the Law of this Province  
provided and that he the said James now is and for the whole time of  
his ministry has been an able learned orthodox and pious minister and  
understanding and every way qualified for said Ministry according  
to God and the Law of this Province And the said James further  
says -



205)  
Morton  
Blanford } says that there is not nor ever has been made in said Town of Blanford with  
said James any Contract or Agreement respecting the Maintenance of said  
James in his said Ministry And the Inhabitants of said Blanford have for  
along time to wit for the space of ten years last past wholly neglected and  
still wholly neglect to make any suitable Provision therein And to support and  
maintain said James in said Ministry Wherefore said James now makes  
his Complaint to your Honours of said Inhabitants said neglect praying  
your honours to order a competent allowance to be made by said Inhabitants  
unto said James for his maintenance and Support according to the Estate &  
Ability of said Blanford agreeable to the Law of this Province in that Case pro-  
vided and as in Duty bound shall pray Worthington and Strong for said  
James, Read and Ordered that the Inhabitants of Blanford aforesaid  
be summoned by Summons to be made and directed to the Sheriff to for this  
purpose to appear at the Court of General Sessions of the peace to be holden at  
Springfield aforesaid for the said County on the Last Tuesday of August next  
to Answer to the Complaint of the said James Morton before recited and to do  
Receive what to Law and Justice appertaineth in the Premises to which  
Court this Complaint is continued to Sum. made 11<sup>th</sup> June 1766-

Report  
of Comm-  
on Mr. Masters  
Det- } Messieurs Nathaniel Dwight Moses Bliss Daniel Harris John Ely and  
Thomas Stebbins the Committee appointed at the last August Term upon the  
Petition of Hugh M. Masters of Palmer now report that the said Committee  
are all of the mind that it is expedient and very necessary that there should  
be an open Town Road from the present Termination of the present Town road  
in Palmer at the northerly side of Hugh M. Masters lot through the same lot  
where the path now goes and thro' a corner of Jonathan Chapin's land and  
over the River into Samuel Shaw's land to the Country road there And said  
Report being read is accepted And it is thereupon ordered by the Court now here  
that the said Nath. Dwight and others of Committee aforesaid be and they are  
hereby appointed a Committee to lay out such Way as is above described a  
particular or private Way for the use of the Inhabitants of the Town of Brimfield  
and of the District of Palmer and make Return of their Doings to this Court  
so soon as may be for the doing of which an attested copy of this Order shall  
be to sd. Committee sufficient Warrant Copy made 11<sup>th</sup> June 1766-

Hatfield  
Petition  
ag't  
Chenut-  
Plain-  
Road } The Petition of the subscribers humbly shews That, Whereas a Committee  
appointed by your Honours to lay a public Road from Hatfield through that  
part of Deerfield called the Southwest to Ashfield have laid the said Road as we  
are informed in manner following viz from Joel Dickinson's house in  
Hatfield aforesaid northwesterly across the Land of Oliver Morton thence the  
same Course nearly across the Land of Daniel Morton thence across the land of  
Elisha Allen and thence across the Land of Benjamin Wait thence westerly to a  
foot of the Great mountain so called and thence northwesterly to the north line  
of the Township of Hatfield and thence thro' the Southwest of Deerfield aforesaid  
to said Ashfield, Tho' the said Road may be as near and direct as any trieth  
explored, yet your Petitioners humbly apprehend that in Consideration the same  
great Damage which will necessarily arise from the said Road, as want hath  
above described, to some particular persons almost to ruin of their estates on  
your Honours Committee laid out the said Road in Hatfield Town.



from Deerfield Southwest aforesaid, or near there, so far as the Cross Road leading  
on the said Joel Dickinson's and thence east to Chestnut plain Road in said Hat-  
field or in the town Road of the sd. Hatfield by Poplar hill so called the public would  
have been well accommodated with much less charge and expense as of very great  
amaze amounting to some of your humble Petitioners from the first above de-  
scribed Road as laid out by your honour's committee would be wholly avoided.  
Therefore your Petitioners pray that before your honour's acceptance of your sd.  
Committee's Report Opportunity be given your Petitioners that they may offer  
their Objections to the acceptance of sd. Report and be heard by your Honour.  
Elisha Allis Benj. Wait &c This Petition was now read & considered by sd.  
Court and the Pet<sup>rs</sup> have leave to offer their Objections &c

The committee appointed at the Term of this Court of the Third Tuesday of May 1765 Upon the Petition of Charles Hoar and also upon the Petition of divers persons Inhabitants of Belcherstown and other places to lay out several Roads in the Southeast part of the County of Hampshire now make the following Returns of their Doings to wit "We the Subscribers having given Seasonable Notice to all persons concerned, pursuant to the foregoing order (viz order of Court respecting laying out of several Highways returned by sd. Committee a copy whereof is annexed to the 1<sup>st</sup> Returns) met at the meeting house in Belcherstown on Monday 14<sup>th</sup> of Oct<sup>r</sup> 1765 and began two Rods from the Stone Wall on the east side of the Highway eight yds from the meeting house Door and run as followeth viz S<sup>o</sup> 24 E<sup>t</sup> 51 perch to a heap of Stones where the Turkey hill road turns out, S<sup>o</sup> 37 W<sup>t</sup> 31 to where Chapin's road turns out of Turkey hill Road a heap of Stones, then S<sup>o</sup> 18 E<sup>t</sup> 54 to Chestnut tree m<sup>d</sup> & South 56 to a White oak tree m<sup>d</sup> H W, S<sup>o</sup> 9 W<sup>t</sup> 44 to pine tree m<sup>d</sup> thus H W, S<sup>o</sup> 24 E<sup>t</sup> 95 to a black oak west of the path m<sup>d</sup> H W, S<sup>o</sup> 30 E<sup>t</sup> 63 1/2 to pine tree marked when we rise the ground on the plain, S<sup>o</sup> 21 (or 24) E<sup>t</sup> 104 to pine tree m<sup>d</sup> H W, S<sup>o</sup> 5 E<sup>t</sup> 45 to pine tree m<sup>d</sup> H W S<sup>o</sup> 7 W<sup>t</sup> 37 to pine tree m<sup>d</sup> as afores<sup>d</sup> S<sup>o</sup> 9 W<sup>t</sup> 54 to pine tree m<sup>d</sup> S<sup>o</sup> 13 East 33 to heap of Stones S<sup>o</sup> 30 E<sup>t</sup> 80 to heap of Stones on the hill E<sup>t</sup> 40 S<sup>o</sup> 48 1/2 an oak tree m<sup>d</sup> H W S<sup>o</sup> 28 E<sup>t</sup> 32 1/2 a pine tree at the foot of the hill m<sup>d</sup> S<sup>o</sup> 16 E<sup>t</sup> 41 to a White oak tree m<sup>d</sup> H W S<sup>o</sup> 3 E<sup>t</sup> 30 to pine tree m<sup>d</sup> S<sup>o</sup> 7 E<sup>t</sup> 39 1/2 to a pine tree on brow of the hill m<sup>d</sup> S<sup>o</sup> 1 W<sup>t</sup> 44 to a Stake m<sup>d</sup> S<sup>o</sup> 14 E<sup>t</sup> 43 to pine tree west side of the path m<sup>d</sup> S<sup>o</sup> 5 E<sup>t</sup> 60 to pine Staddle m<sup>d</sup> H W S<sup>o</sup> 11 W<sup>t</sup> 47 to pine Staddle m<sup>d</sup> S<sup>o</sup> 9 E<sup>t</sup> 47 1/2 to pine tree m<sup>d</sup> S<sup>o</sup> 41 E<sup>t</sup> 69 1/2 to pine Staddle m<sup>d</sup> E<sup>t</sup> 42 S<sup>o</sup> 30 to crooked pine m<sup>d</sup> E<sup>t</sup> 35 S<sup>o</sup> 14 to an oak bush against the mill m<sup>d</sup> S<sup>o</sup> 24 E<sup>t</sup> 48 perch to pine tree m<sup>d</sup> H W S<sup>o</sup> 31 E<sup>t</sup> 28 1/2 to a Stake m<sup>d</sup> S<sup>o</sup> 3 W<sup>t</sup> 32 1/2 to pine Staddle m<sup>d</sup> S<sup>o</sup> 26 E<sup>t</sup> 13 to pine m<sup>d</sup> S<sup>o</sup> 8 E<sup>t</sup> 25 to pine tree m<sup>d</sup> S<sup>o</sup> 2 W<sup>t</sup> 33 1/2 to pine Staddle m<sup>d</sup> S<sup>o</sup> 9 E<sup>t</sup> 16 to pine by a steep Pitch m<sup>d</sup> S<sup>o</sup> 16 E<sup>t</sup> 20 to pine Stake m<sup>d</sup> S<sup>o</sup> 10 W<sup>t</sup> 27 to the middle of the bars in Chapin's fence S<sup>o</sup> 26 E<sup>t</sup> 30 1/2 to a heap of Stones S<sup>o</sup> 35 E<sup>t</sup> 24 to Tabish brook in the whole 31 rods E<sup>t</sup> 23 S<sup>o</sup> 17 to the Line between Tho! Chapin and Son a Stake m<sup>d</sup> then in said line E<sup>t</sup> 4 S<sup>o</sup> 15 to the Lane, this last course to be 2 rods wide, S<sup>o</sup> 18 E<sup>t</sup> 8 1/2 to Corner of the Lane by Chapin's house E<sup>t</sup> 6 S<sup>o</sup> 5 against Tho! Chapin's door in the whole 26 rods E<sup>t</sup> 34 S<sup>o</sup> 67 to the River bank an heap of Stones by an Oak Stub this is the line and bounds of Belcherstown now we enter Palomar and the above mentioned Course of E<sup>t</sup> 34 S<sup>o</sup> is 77 perch in the whole to a pine tree m<sup>d</sup> H W S<sup>o</sup> 31 E<sup>t</sup> 42 to a pine over the gutter m<sup>d</sup> S<sup>o</sup> 21 E<sup>t</sup> 100 to pine Staddle north of the path m<sup>d</sup> S<sup>o</sup> 12 E<sup>t</sup> 72 to pine m<sup>d</sup> by foot path E<sup>t</sup> 40 S<sup>o</sup> 22 to pine m<sup>d</sup> on the brow of the hill E<sup>t</sup> 41 S<sup>o</sup> 25 to great white oak tree by the clay pit m<sup>d</sup> S<sup>o</sup> 6 E<sup>t</sup> 15 to an oak tree m<sup>d</sup> S<sup>o</sup> 17 W<sup>t</sup> 15 1/2 to pine bush m<sup>d</sup> S<sup>o</sup> 36 W<sup>t</sup> 10 1/2 perch to pine m<sup>d</sup> S<sup>o</sup> 10 W<sup>t</sup> 41 1/2 to Stake by the fence South 29 perch to the middle of Wood Lane this 29 perch to be but two rods wide then in the Lane

E<sup>t</sup> 21 W<sup>t</sup>



206  
Highway from Belchertown to Palmer  
S. 41 W. <sup>23</sup> to heap of Stones in the fields about 5 rods beyond the house S. 6. E. 21 1/2 to the middle of the Dug Way at Ware River, S. 30 E. 3 to the River 7 perch in the whole Stake over the River S. 5, 30 W. 57 1/2 to pine Staddle on the first pile M. S. 13, 30 E. 38 to pine tree at the end of the Ridge M. S. 21 E. 20 1/2 to pine tree M. S. 53 to pine tree at the head of a hollow M. the last Course crosses a corner of Dr. Britt's field S. 35 W. 13 to pine tree M. at foot of the hill S. 5 W. 39 1/2 to pine Staddle M. West side of y. path S. 20 W. 14 1/2 to pine tree M. S. 18 1/2 to heap of Stones S. 35 E. 12 one rod from the Southeast corner of Gafford's house in the whole 40 rods S. 4 E. 20 perch S. 7 E. 30 a Stake in the field M. S. 6 W. 30 about 8 feet east of an oak Staddle on the River bank M. S. 2 W. 20 perch to great gate in the whole 561 black oak M. S. 29 W. 17 to an oak Staddle marked at the parting of the paths S. 42 E. 23 to an oak Staddle M. on side hill by the brook S. 33 E. 7 to the Durnplin hill brook in the whole 20 1/2 perch S. 18 E. 16 to pine Staddle in the Edge of Swett's field M. S. 12 W. 100 perch, S. 12 E. 34 to a white oak Staddle Stones by it M. just where the road to y meeting house and country road part This road above described to be four rods wide except as above excepted The line run to be the center throughout the whole of the S. Road Moses Bliss and Seal, Daniel Harris and Seal John Ely & Seal Thomas Stebbins and Seal

Alteration at Tarrar's Hill  
" Then the Committee went down to David Shaw's and viewed the ground round the Great Hill called Tarrar's hill near Barnard Mr. Nitt's and was of the mind that a road round the hill near the River would better accommodate the public tho' greatly to the Damage of the S. Mr. Nitt Nevertheless agreed to lay the Road round by the River and began at the end of David Shaw's stone wall where the Ditch cuts against said Wall that divides his Orchard from his Plow Land Southeast of Shaw's house and run from thence S. 12. E. 72 perch to an oak bush in the fence M. H. W. S. 44 E. 22 to pine tree M. E. 30 S. 24 to the dividing fence between Shaw and Mr. Nitt in the whole 42 rods to heap of Stones 4 perch from y River E. 3 N. 21 perch to a heap of Stones on a rock 5 perch from the River E. 5 N. 26 to maple Stake 5 rods from the River M. E. 8. S. 9 perch to an oak tree M. E. 21 N. 11 perch to a walnut Staddle M. 22 rods in the whole a white oak Staddle M. H. W. E. 28 N. 34 to the middle of the road between Mr. Nitt's house and barn a heap of Stones by the Wall, Then the Committee went to the parting of the paths between S. Mr. Nitt's house and Capt. Shaw's made a heap of Stones by Mr. Nitt's fence in order to turn the road where the people now travel and run from thence E. 12. 30' S. 65 perch to a black oak tree near Capt. Shaw's house in the old road M. H. W. Moses Bliss and Seal Daniel Harris and Seal John Ely & Seal Tho' Stebbins and Seal

Highway from Palmer to Brimfield  
Thursday 17<sup>th</sup> of Oct. began at a white oak Staddle Stones by it marked H. W. in the country road near where the town road that goes from Jonathan Chapin's to Rutherford's and James Moore's crosses said country Road & Run from thence towards Brimfield, S. 30. E. 22 perch to heap of Stones S. 12. E. 16 to a heap of Stones, S. 6 W. 34 1/2 to an Oak tree against Jon<sup>a</sup> Chapin's Door marked H. W. S. 9. 30' W. 42 to a white oak M. H. W. Course continued 7 rods farther to the River, then down, The Committee sequestered 4 rods wide & 8 rods long down the River on the River bank from the center of this road to accommodate the building a bridge there, from said Staddle marked aforesaid, S. 27 W. 16 perch to the Shore on the other side of the River and four rods wide and eight rods long down the River on this side Sequestered as above said, now we enter Brimfield S. 22 E. 32 perch within two rods of the



of the corner of Ferry's barn 10 rods of this course from the River to be five rods wide - Highway from Salome to Brimfield  
 9 W. 28 perch heap of Stones S. 8. 24 49 perch heap Stones, S. 29. 2. 58 perch heap Stones  
 29 S. 32 perch against Benj<sup>a</sup> Minick's door in the whole 58 perch, S. 35 2. 30 1/2 perch  
 small pine mark H W large Rocks 2. 6 N. 15 perch 2. 24 S. 17 perch to small poplar  
 H W. S. 25 2. 25 perch 2. - 14 perch to a stub and Stones, S. 38 2. 33 perch S. 23  
 2. 19 1/2 perch 2. 43 S. 18 perch, 2. 26 S. 15 perch S. 19 2. 22 1/2 to a small Rock, S. 6. W.  
 31 1/2 perch S. 40 2. 7 perch to the middle of Elbow brook bridge in the whole 23 1/2 perch  
 S. 13 2. 12 perch 2. 35 S. 31 perch pine tree H W. S. 27 2. 21 perch black oak mark H W.  
 2. 28 S. 15 perch S. 5. W. 16 perch about 2 rods east of a house 2. 25 S. 23 perch S. 25 2.  
 9 perch 2. 16 S. 16 perch 2. 35 N. 20 perch 2. 16 S. 26 1/2 black oak mark H W. S. 28 2. 14 perch  
 2. 29 S. 14 perch S. 18 2. 32 perch S. 40 2. 48 perch 2. 13 S. 40 perch 2. 40 S. 14 Rods to the  
 South Corner of Thomas Ellingwood's house 4 rods from the middle of the H Way in the  
 whole 64 perch 2. 29 S. 36 1/2 perch 2. 6 S. 23 perch against Luke Blaffield Junior's  
 Door 2. 40 N. 20 perch 2. 35 S. 20 perch S. 15 2. 23 perch 2. 36 S. 47 perch to a pine stake  
 H W. 2. 6 N. 15 perch N. 17 2. 33 perch 2. 21 N. 12 perch 2. 15 N. 50 perch 2. 20 N. 10 perch  
 against Dawn Charles's Door in the whole 107 perch to the middle of the bridge over a  
 brook 2. 17 N. 50 perch 2. 5 N. 144 perch to the bridge over the Brook eastward of Noah  
 Morgan's house 2. 4 S. 39 perch against the Meeting house Door in Brimfield 2. 6 N.  
 76 perch against the end of the Lane that turns up by Hy Sherman's house near  
 Jonathan Charles's a heap of Stones, N. 35. 2. 43 perch 2. 44 N. 32 1/2 perch N. 21. 2. Highway from Charles's to Western  
 59 perch N. 16. 2. 31 perch N. 13 W. 34 1/2 perch against Hy Sherman's house N. 12 2.  
 33 perch N. 23 W. 20 perch being the first course by the pond N. 3 W. 15 1/2 perch N. 11.  
 W. 37 perch N. 14 2. 19 perch 2. 44 N. 22 perch N. 32 2. 20 perch by Joseph Morgan's  
 house and to the corner of his lane 2. 7 N. 12 perch 2. 13 S. 18 perch 2. 7 N. 25 perch  
 at the end of which course we leave the pond N. 24. 2. 38 perch 2. 26 N. 14 1/2 2. 15 S.  
 24 perch North of Charles's Stone wall 2. 16 N. 7 perch to a plum tree north of and  
 against Jon<sup>a</sup> Charles's house in the whole 13 1/2 2. 36 N. 29 1/2 perch to a heap of Stones  
 N. 22 2. 42 perch N. 31. 2. 24 perch N. 37. 2. 21 perch to a heap of Stones N. 20 2. 23 1/2  
 perch West Side large Rock & Stones N. 11 2. 49 1/2 perch to a Rock and Stones on it  
 2. 35 N. 26 perch 2. 15 N. 15 1/2 perch to the middle of Stone bridge over great meadow  
 Brook 2. 4 N. 72 perch heap of Stones 2. 40 S. 15 perch heap of Stones 2. 5 N. 14 1/2  
 perch 2. 22 N. <sup>22</sup> heap of Stones 2. 3 N. 38 perch heap Stones 2. 28 N. 36 perch 2. 23 N.  
 55 1/2 perch heap of Stones 2. 15 N. 18 perch last 33 perch heap of Stones 2. 5 S.  
 8 1/2 perch 2. 36 N. 48 perch heap of Stones N. 44 2. 17 perch to the middle of Stone  
 bridge over a run of Water in Moses Hitchcock's land 2. 4 S. 44 perch heap of Stones  
 2. 9. S. 29 1/2 2. 3. S. 23 perch tree on H W. last 45 perch heap of Stones 2. 40 N.  
 11 1/2 perch heap of Stones N. 22 2. 34 1/2 perch N. 13 2. 13 perch N. 25 2. 13 black oak  
 tree H W. in or near the western line with Stones by it this we suppose to be the  
 line of the County. If the last mentioned course does not reach the line of County  
 the same course continued is to be the Road to the line of the County N B W  
 we laid the Road in general as near the now travelled path as we could  
 conveniently because the Road has been long travelled and much repaired  
 and much best going in the path. Committee are agreed the foregoing Road With  
 from the County Road near Jonathan Chapin's through Brimfield down to  
 pond beyond Justice Sherman's be four rods wide and from where we first  
 struck the pond to the western line be but two rods wide -

Friday



207 } "Friday Oct. 18<sup>th</sup> 1765 the committee went to a heap of Stones near Jonathan  
 HighWay } Charles's Door against the end of the Lane that leads to by Sherman's before men-  
 from } tioned (the 20<sup>th</sup> line from the top of & opposite side of this leaf) in order to lay a Road  
 Charles's } from there to Sturbridge line and set off S. 25 W. 2 rods to middle of the Road and  
 Sturbridge } then from thence S. 39 S. 32 perch S. 13 W. 66 1/2 perch S. 2 S. 22 1/2 perch to a Rock  
 Line } and Stones on it where we turn out towards Sturbridge S. 30 S. 17 1/2 black oak m.  
 H.W. S. 1 S. 11 perch heap of Stones S. 1 N. 22 perch heap Stones East 40 perch S. 7 S.  
 S. 41 perch S. 43 S. 15 perch Stone Caupy S. 14 S. 25 perch heap Stones S. 6 W. 27 1/2  
 perch S. 26 S. 4 perch S. 16 N. 19 1/2 perch S. 37 S. 32 perch & links to a white oak  
 marked H.W. S. 27 S. 16 perch S. 43 S. 43 perch heap of Stones S. 46 S. 25 1/2 perch  
 S. 28 S. 36 perch S. 39 S. 7 1/2 perch to a bridge over Sneyard's meadow brook in 1/2  
 whole 45 perch S. 23 S. 19 1/2 perch S. 2 N. 20 perch heap of Stones S. 25 S. 67  
 perch heap Stones S. 6 N. 20 perch black oak marked H.W. S. 32 N. 29 perch  
 S. 40 N. 30 perch to a Walnut Staddle mark H.W. S. 6 N. 20 1/2 perch heap of Stones  
 S. 30 N. 23 perch heap of Stones S. 5 N. 15 perch S. 6 S. 22 perch S. 4 S. 14 perch  
 S. 15 N. 23 perch heap of Stones S. 1 S. 16 1/2 perch black oak m. H.W. S. 38 N. 44  
 perch N. 16 S. 15 perch S. 17 N. 19 perch heap Stones S. 28 S. 36 perch heap  
 Stones S. 39 S. 16 1/2 walnut marked H.W. S. 22 S. 15 perch S. 18 S. 33 perch white  
 oak Staddle mark H.W. S. 39 S. 35 perch in a path and and half from N.W.  
 corner of School House S. 19 S. 28 1/2 over brook to a white oak m. H.W. S. 15 N. 2  
 17 perch heap of Stones S. 37 N. 7 perch S. 15 S. 68 1/2 heap Stones S. 23 N. 20 p.  
 over Run of Water S. 26 S. 28 perch Stake and Stones S. 31 S. 26 perch to a  
 white oak Staddle and Stones S. 5 N. 9 perch into the edge of Major Burt's field  
 S. 35 N. 70 perch through Major Burt's field heap of Stones in Sturbridge Line  
 in the middle of the path on a side hill 2 p from the top of it about 12 rods west of  
 Queneboag River to be 4 rods wide" —

HighWay } "Then we went back to where the Sturbridge Road turns out of the Road to  
 from } South Brimfield began at a Rock and heap of Stones mentioned three courses  
 Brimfield } from a heap of Stones near Jonathan Charles's as may be seen back (at top of  
 Union } this leaf upon this side of it) and then from thence S. 28 S. 35 perch heap of Stones  
 Ct. } S. 7 S. 14 perch S. 42 W. 14 perch against S. Jor. Thornson's house in 1/2 whole 16 perch  
 \* South } at Stafford Road S. 30 W. 40 perch S. 42 S. 18 perch over Thomson's bridge to a heap  
 Brimfield } of Stones S. 40 S. 12 perch heap of Stones S. 7 W. 86 perch black oak marked  
 notes } H.W. W. side of path S. 5 S. 38 S. 64 perch heap of Stones S. 26 S. 36 perch  
 Walce } S. 18 S. 32 1/2 perch to a Rock against Peter Haynes's door S. 41 S. 26 perch S.  
 24 S. 36 1/2 perch to a walnut mark H.W. S. 18 S. 15 perch against John  
 Darriell's Door in the whole 68 perch S. 11 W. 40 perch heap of Stones Inf.  
 Joseph Davis S. 25 W. 27 1/2 heap of Stones on a Rock S. 13 W. 30 perch to South =  
 Brimfield Line in the whole 62 perch heap of Stones S. 2 W. 16 perch S. 19 =  
 W. 20 perch heap of Stones S. 40 S. 35 perch S. 13 S. 39 1/2 heap of Stones S. 16 W.  
 70 perch W. 30 S. 17 perch to the end of the Lane by Capt. Blodget South 18 p.  
 S. 10 S. 37 perch by Capt. Blodget's house heap Stones S. 5 W. 67 1/2 to a black oak  
 at the foot of the hill mark H.W. the whole 104 to maple Staddle Stones by it  
 m. H.W. S. 12 W. 154 perch to a chestnut Staddle marked H.W. and a heap of  
 Stones by a small Run of Water & bridge over it S. 37 W. 42 perch to a Chestnut  
 & Rock by it against the meeting house frame in the whole 94 perch to a  
 white Oak Staddle S. 8 W. 25 perch white oak marked H.W. S. 21 W. 30  
 perch



perch white oak H.W. S° 15 West 14 perch S° 34 W° 54 perch heap Stones S° 22 W°  
 1 perch S° 31 W° 18 perch heap of Stones S° 30 W° 36 1/2 perch black oak tree mk. H.W. } Union  
 S° 30 E° 18 1/2 to a small Rock E° 37 S° 1A to a Rock by a brook S° 2 E° 16 perch to a } Road  
 Walnut mark'd H.W. S° 28 E° 54 1/2 heap of Stones S° 45 E° 10 perch heap of Stones } Cont.  
 S° 10 W° 32 perch heap of Stones S° 21 W° 42 1/2 Rock and Stones on it W° 22 S° 22 1/2  
 against Nath<sup>l</sup> Munger's door in the middle of the path in the whole 34 1/2 perch  
 heap of Stones, S° 43 W° 59 perch S° 14 W° 21 perch white oak mark'd H.W. S° 22 W°  
 28 perch S° 7 W° 54 perch heap of Stones 2 rods west of Beriah Grandy's Stone  
 Wall at the end of which we turned across his lot to the old Road S° 28 E° 60 perch  
 to dry oak and small walnut by a heap of Stones S° 15° 30' E° 60 1/2 perch heap of  
 Stones S° 23 W° 33 perch white oak tree marked H.W. S° 11° W° 45 1/2 perch to  
 a White oak tree marked H.W. S° 10 E° 4 1/2 perch to a Stake and Stones being  
 is supposed the old western boundary of the old Union Road which is in the  
 Colony Line, and we left work and returned homeward, The Road aforesaid  
 to be 4 rods wide the whole length, the Line Run to be the Center throughout  
 the whole of the several Roads above. Nath<sup>l</sup> Dwight Seal Moses Bliss Seal  
 Daniel Harris Seal John Rly Seal Thomas Stebbins Seal

We the Subscribers in estimating Damages in going through David Shaw's } Estimate  
 Land, thirty Shillings Damage - in going through Barnard W. Nitts Land } of  
 fifteen pounds. Nath<sup>l</sup> Dwight Moses Bliss Tho<sup>s</sup> Stebbins } Damages

The foregoing Return was now brought into Court and the same  
 having been read and maturely considered by the Court is accepted & it is  
 ordered that the i<sup>o</sup>. Return be recorded with y<sup>e</sup> Records of this Court and that y<sup>e</sup>  
 Ways therein described as laid out anew or altered be and they are hereby  
 established for public Highways of our Sovereign Lord the King - and the  
 Estimate of Damages is also allowed by this Court

The several Judgments orders recognizances  
 forfeitures &c being made and entered  
 up in manner aforesaid the said  
 Court was then adjourned without Day  
 Attest W<sup>m</sup> Williams Cler



Inferiour  
Court of Com-  
mon pleas  
August 1766

At his majesty's inferiour court of common pleas holden at  
Springfield within and for the county of Hampshire on the  
last Tuesday of August, being the twenty sixth day of the 2<sup>d</sup> month  
(and de die in diem to the 2<sup>d</sup> day of September) Anno Domini 1766.

Present

Israel Williams Esq.  
Josiah Dwight Esq.  
Tim Dwight Junr Esq.  
Thomas Williams Esq.  
Justices of y<sup>e</sup> Court

Jury of Trials  
Job Alvord foreman  
Elijah Clarke  
Medad King 3 trials  
Ueazar Allen  
Jon<sup>r</sup> Shepard  
Aaron Charles  
Joseph Moffat  
Will<sup>m</sup> Carnackham 3<sup>d</sup> trial  
Aaron Stebbins  
Robert Brown  
David Eaton  
David Fowler  
Ichabod Rogers

After y<sup>e</sup> Trial of these Cases  
viz Eliha King vs John Harwood  
Ueazar Powers vs Sam. Hunt  
Sam<sup>r</sup> Fowler vs Neh<sup>m</sup> Loomis  
Medad King was dismiss<sup>d</sup>  
W<sup>m</sup> Carnackham went on &  
in y<sup>e</sup> 2<sup>d</sup> first of them  
Moffat was off and -  
de Sal<sup>t</sup> Elias Lyman was on  
In y<sup>e</sup> Case  
Lyman vs Alvord &  
Job Alvord & David Eaton  
were off & de Sal<sup>t</sup> -  
J<sup>m</sup> Scott & Jon<sup>r</sup> Bardwell were  
on Stebbins fore in this Case

Thomas Morley & Joel Rly dismiss<sup>d</sup>  
before any trial -

Continued Actions

Elyah<sup>r</sup> Joel Rly yeoman & Benjamin Leonard Jun<sup>r</sup> yeoman both of Springfield  
vs John Townley of Hartford Merchant deft. in a plea of y<sup>e</sup> Case as  
at large on Record heretofore, the Parties now come here and pray that y<sup>e</sup> said  
Action may be farther continued under the same Rule until the next Term  
of this Court and the said parties have a further day before the Lord the King  
here until the second Tuesday of November next ensuing Accordingly

Joseph Green of Boston in the County of Suffolk merchant plt. vs Nathaniel  
Wheelwright of the said Boston merchant deft & an absent or absconding Debtor  
in a plea of the Case & as heretofore on Record. The plt. by John Worthington Esq  
his Attorney appears. The s<sup>r</sup> Nathaniel being called at y<sup>e</sup> last Term was then  
in default & and he doth not now come here. Therefore it is Considered by  
the Court that the s<sup>r</sup> Joseph do recover against the said Nathaniel Eleven  
hundred thirty three pounds ten Shillings and two farthings of lawful money  
Damages and Cost of Suit taxed at ten pounds nine Shillings and five pence  
and thereof he may have his Exec<sup>n</sup> & the effects in y<sup>e</sup> hands of the Trustees or  
agents of w<sup>ch</sup> an<sup>t</sup> was heretofore rendered on oath amount to £99.1.10.

Eliha King of Hatfield yeoman plt. vs John Harwood Jun<sup>r</sup> of Ware  
yeoman deft in a plea wherein the plt. demands a certain Tract of land  
with the Appurtenances & as on Record heretofore. The plt. appears by Sam<sup>r</sup>  
Strong Gent. his Attorney. And the said Jeremiah Powers Tenant by his  
Warranty as aforesaid by John Worthington Esq his Att<sup>r</sup> comes and defends &  
for plea says that the said John Harwood named in the plt. Declaration  
never dispossessed the s<sup>r</sup> King y<sup>e</sup> plt. as he in his Declaration has alledged & thereof  
puts himself upon the Country. And the plt. likewise. And the Jurors of y<sup>e</sup>  
Jury according to the form of the Statutes in this Case made and provided now returned  
and impanelled being called likewise come who to say the Truth concerning the  
Premises being duly sworn The said Case & Issue afores<sup>d</sup> is committed to them  
And



And the Jurors of the same Jury being again called and demanded one of said King  
my doth not now appear. Therefore by Command of the Court the Papers are re-  
turned to the Court And immediately thereupon the P. Plt. comes and prays leave  
to discontinue his Suit aforesaid paying Cost and it is granted him. Therefore  
it is considered that the said John Harwood do recover against the P. Eliza  
four pounds five Shillings and six pence of lawful money with his apent  
of Court now here allowed him for the Costs & expenses of defending this Suit  
And thereof he may have his Execution Incon is June 3<sup>d</sup> 1767

John Strickland of Hadley in the County of Hampshire yeoman plt. vs John Strickland  
Hill of Windsor in the County of Hartford in the Colony of Connecticut Trader  
def. in a plea of the Case as heretofore recorded. The plt. appears by Eliza Hill  
Gent. his Att. - The said John Hill being three times publicly called to come  
to Court makes default of appearance here. Therefore it is considered by  
the Court that the said John Strickland do recover against the P. John Hill fifteen  
pounds and ten Shillings of lawful money Damages and Cost of Suit taxed at  
two pounds Seven Shillings and eight pence thereof &c Incon is Sept. 5<sup>th</sup> 1766

Thomas M. Cluer of Brimfield in the County of Hampshire yeoman plt. vs  
Samuel Davis of Starbridge in the County of Worcester yeoman def. in a  
plea of the Case as heretofore recorded. The plt. appears by Tim. Danielson Gent. his  
Attorney. The said Samuel being three times publicly called makes default of  
appearance in Court. Therefore it is considered by the Court that the said Thomas  
do recover against the said Samuel Seven pounds Six Shillings and two pence  
of lawful money Damages and Cost of Suit taxed at £2.3.10 & thereof

Oliver Partridge of Hatfield in the County of Hampshire by & Sheriff of the same  
County plt. vs Obadiak Dickinson of sd. Hatfield Gent. & Moses Dewey of Westfield in  
the same County Gent. Defendants in a plea that they render to the plt. one thousand  
pounds &c as on record of the last Term. The plt. appears by Simon Strong Gent. his  
Attorney. The P. Obadiak and Moses or either of them the three times publicly called  
do not come here but make default of appearance in Court. Therefore it is  
considered by the Court the said Oliver do recover according to the form of the  
Statute in such Case provided against the said Obadiak and Moses the sum of  
one thousand pounds of lawful money Debt - and Costs of Suit taxed at one  
pound sixteen Shillings and six pence And It is also further considered that the P.  
Oliver may have his Execution for the sum of ninety two pounds and four pence three  
fourthings of like money only being the sum of the Damages he has already sus-  
tained by occasion of sd. Moses's default &c & for Costs aforesaid. Incon is Sept. 8<sup>th</sup> 1766.

Tellous Billing of Sunderland in the County of Hampshire Gent. plt. vs William  
Jones late of Hadley in the same County yeoman def. in a plea that he render to  
the said Tellous ten pounds 7s. &c as at large on record of the last Term. The plt.  
appears by Daniel Hitchcock Gent. his Attorney. The said William Jones being  
three times publicly called to come into Court makes default of appearance here.  
Therefore it is considered by the Court that the said Tellous Billing do  
recover against the said William Jones Ten pounds Seven Shillings and one  
penny of lawful money Debt and Cost of Court taxed at Two pounds nine  
Shillings and four pence of like money and thereof he may have his  
Execution Incon is Sept. 9<sup>th</sup> 1766.



209  
Benjamin Day Esq of Springfield in the County of Hampshire Gent. plt. vs Joseph  
Leonard Sen of said Springfield yeoman Def. in a plea of the case as at large  
on Record of last Term - The plt. appears by Justin Esq Gent his Attorney - The said  
Joseph being three times publicly called makes default of Appearance in Court  
Therefore it is considered by the Court that the said Benjamin do recover against  
the said Joseph Ten pounds one Shilling and two farthings of lawful money Damages  
and Cost of Court taxed at one pound sixteen shill: & 10. Thereof Ex. ii. Sept. 19<sup>th</sup> 1766

Williston  
Esq  
John Williston of Springfield in the County of Hampshire yeoman plt. vs Joel Esq of  
the said Springfield yeoman Def. in a plea of the case as at large on Record of the last Term  
The parties appear - And the Referees to Whom this Case and all other demands of  
said parties were referred now return their award in these words viz "We do award &  
determine that John Williston the within named plaintiff recover of Joel Esq the  
within named Defendant the sum of two pounds 7s. Damages and Cost of Court  
Cost of Reference being paid" - Therefore it is considered by the Court that the  
John do recover against the said Joel Two pounds and Seven Shillings of lawful  
money Damages and Cost of Court taxed at two pounds & five pence & thereof

Jones's  
Exec<sup>rs</sup>  
Hitchcock  
Benjamin Day Gent. and Margaret Jones Gentlewoman both of Springfield in  
the County of Hampshire Executors of the last Will and Testament of Cornelius  
Jones late of sd. Springfield Gent. deceased plt. vs Ebenezer Hitchcock Sur. of  
said Springfield yeoman Def. in a plea of the case as at large on record of last  
Term - The parties appear - And the Referees to whom this Case and all other  
demands subsisting between the parties was referred now report in manner  
following viz "We do award and determine that Ebenezer Hitchcock Sur. the within  
named defendant pay to the within named Plaintiffs the sum of five pounds  
fifteen shillings and six pence one farthing and Costs of Court and Costs of this  
Reference which is one pound two shillings and six pence" - Therefore it is con-  
sidered by the Court that the said Benjamin and Margaret Executors as  
afores. do recover against the said Ebenezer five pounds fifteen shillings &  
six pence one farthing of lawful money Damages and Cost of Court and  
Costs of the Reference in whole allowed to be two pounds 19/8 & thereof  
Ex. ii. 19<sup>th</sup> Sept. 1766

Ingersoll  
Esq  
Ruth Ingersoll of Willington in the County of Hartford and Colony of Conne-  
cticut widow plt. vs John Ingersoll of South Brimfield in the County of Hampsh.  
yeoman Def. in a plea that he render to her Sixty pounds lawful money as  
at large recorded at the last Term - And Richard Ingersoll of Willington in  
County of Hartford afores. yeoman now comes here and says that of afores.  
Ruth Ingersoll since the last Term of this Court has deceased and that she  
said Ruth in her last Will hath appointed him the said Richard Executor  
thereof but that since the death of said Ruth he y<sup>r</sup>. Richard hath not  
had sufficient time to qualify himself according to Law to prosecute this  
Action therefore prays it may be continued until the next Term of this  
Honble Court that he may have Opp<sup>n</sup> to qualify himself as y<sup>e</sup> Law directs to  
prosecute y<sup>e</sup> afores. Action & it is considered that y<sup>e</sup> said Action be farther  
Continued until the next Term of this Court and y<sup>e</sup> parties have a further  
Day until the Second Tuesday of November next ensuing before y<sup>e</sup> Lordy King

Radom  
Esq  
Ruth Ingersoll of Willington plt. vs John Ingersoll of South Brimfield  
Def. in a plea of the case as is at large Recorded at last Term And-



And now Richard Ingersoll of Willington aforesaid comes and says the <sup>1<sup>st</sup></sup> Truth is Ingersoll deceased and that she has in her last Will appointed him Executor thereof Ingersoll in of Case next preceeding praying a continuance as aforesaid. And it is ordered that the Action be continued And the said Parties have a day before of Lord of King here until the Second Tuesday of November next ensuing &c.

Ulearar Pomroy of Northfield in the County of Hampshire yeoman and a Pomroy Deputy Sheriff Under Oliver Partridge by Sheriff of the said County of Hampshire v. Samuel Hunt of Northfield aforesaid Gent<sup>l</sup> Def<sup>t</sup> in a plea of Trespass as at large on Record of the last Court. The Plt. appears by John Northington by his Attorney. And the said Samuel Hunt by Joseph Hawley by his Attorney comes and Defends &c and reserving liberty to give any special matter in evidence under the General Issue says that he is not guilty in manner and form as is alleged against him in the Writ and thereof puts himself on the Country. And the <sup>1<sup>st</sup></sup> Ulearar the Plt. consenting to reservation aforesaid likewise.

Thereupon the Jurors of the Jury, according to the form of a Statute in this Case provided, now returned and impanelled being demanded likewise come Who to say the Truth concerning the Premises being duly sworn declare on their oath that they find for the Plaintiff Six Shillings Damages and Cost of Court. Therefore it is considered by the Court that the said Ulearar the Plt. do recover against the said Samuel the Def<sup>t</sup> Six Shillings of lawful money Damages and Costs of this Suit &c.

The said Samuel by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature Court of assize & General Goal Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Samuel prosecuting the appeal with effect as by the said Recognizance on file appears.

Samuel Fowler of Westfield in the County of Hampshire yeoman Plt. v. Nehemiah Loomis of Westfield aforesaid yeoman Def<sup>t</sup> in a plea of Trespass as at large on Record of the last Term. The Plt. appears by John Northington by his Attorney. And the said Nehemiah by Simon Strong Gent<sup>l</sup> his Att<sup>r</sup> comes and Defends &c and reserving liberty to give any special matter in evidence under the General Issue for plea says he is not guilty in manner and form as the Plaintiff in his Declaration has alleged against him and thereof puts himself on the Country. And the Plaintiff consenting to reservation likewise. Thereupon the Jurors of the Jury, at this time, according to the form and effect of the Statute in this Case provided, returned and impanelled, being demanded likewise come here Who to say the Truth concerning the premises, being duly sworn say upon their oath that they find for the said Samuel the Plt. three pounds lawful money Damages and Cost of Court. Therefore it is considered by the Court that the said Samuel do recover against the said Nehemiah three pounds of lawful money Damages and Cost of this Suit taxed at £. The said Nehemiah by John Phelps Gent<sup>l</sup> his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Nehemiah prosecuting an Appeal with effect as by the said Recognizance on file appears.



280)  
Moor } Reynolds Marwin Moor of Granville in County of Hampshire yeoman plt.  
vs } David Fowler of same Place yeoman deft. in a plea of Ejectment & as is at  
Fowler } large on Record of the last Term - The said Reynolds being three times publicly  
called to urne and prosecute the action afores<sup>d</sup> is Nonfuit - The said David by  
Joseph Hawley by his attorney thereupon comes and humbly moves for his Costs  
It is therefore Considered by the Court that the said David Fowler do recover  
against the said Reynolds Marwin Moor two pounds fifteen Shillings and a  
penny of lawful money allowed him with his assent for his Costs in defending  
the afores<sup>d</sup> Suit and thereof he may have his Execution &c

Entries at this time -  
Marshall } John Marshall of South Hadley in the County of Hampshire Gent<sup>n</sup>  
vs } Richard Allen of Colrain in the same County yeoman deft. in a plea  
Allen } of the Case for that the said Richard at said South Hadley on the first Day  
N<sup>o</sup> 1. } of May last being indebted to y<sup>e</sup> said Six pounds 14/3/4 to balance accounts  
according to y<sup>e</sup> account annexed to y<sup>e</sup> Writ in Consideration thereof promised y<sup>e</sup>  
plt. to pay him y<sup>e</sup> same on demand &c but hath failed to his Damages &c -  
The plt. appears by Elisha Porter Gent. his attorney - The<sup>r</sup> Richard being  
three times publicly called makes default of appearance in Court -  
Therefore it is Considered by the Court that the said John do recover against  
the said Richard Six pounds fourteen Shillings and three pence half penny  
of lawful money damages and Cost of Suit taxed at one pound 19/4 & thereof &c

Warner } Jonathan Warner of Hadley in the County of Hampshire Trader plt. vs Noadiah  
vs } Lewis of Amherst in said County yeoman deft. in a plea of the Case for y<sup>e</sup>  
Lewis } y<sup>e</sup> said Noadiah at s<sup>d</sup> Hadley on the tenth of August last past by his note for Value  
N<sup>o</sup> 2 } Received promised the<sup>r</sup> Jon<sup>a</sup> to pay him four pounds 17/4. on demand with In-  
terest - Also for that y<sup>e</sup> said Noadiah on y<sup>e</sup> 14<sup>th</sup> of the same August there at s<sup>d</sup> Hadley  
by his other note for Value rec<sup>d</sup> promised the plt. to pay him four pounds 8/ within  
three months with lawful Interest after that Term, And also at s<sup>d</sup> Hadley on the  
22<sup>d</sup> day of May last past being indebted to the s<sup>d</sup> Jon<sup>a</sup> in y<sup>e</sup> sum of three pounds 4/1.  
according to y<sup>e</sup> account annexed to the Writ in Consideration thereof promised him  
to pay him y<sup>e</sup> same on demand yet hath failed &c to y<sup>e</sup> Damage of y<sup>e</sup> Plt. the  
Sum of £12 - The plt. appears by Elisha Porter Gent. his Att<sup>r</sup> - The<sup>r</sup> Noadiah  
being three times publicly called makes default of appearance in Court -  
Therefore it is Considered by the Court that the said Jonathan do recover  
against the s<sup>d</sup> Noadiah Eleven pounds eight Shillings and one farthing of  
lawful money Damages and Cost of Court taxed at one pound 16/2 & thereof &c

Porter } Eleazar Porter of Hadley in the County of Hampshire Esq. plt. vs Ephraim Cowan  
vs } lately of Pelham in the said County now of Cambridge in the County of Albany in  
Cowan } the Province of New York yeoman deft. in a plea of the Case for that the<sup>r</sup> Ephraim  
N<sup>o</sup> 3. } at said Hadley on the 27<sup>th</sup> day of May AD 1758 by his note of the Date for Value  
rec<sup>d</sup> promised the<sup>r</sup> Eleazar to pay him y<sup>e</sup> sum of two pounds Six Shillings and  
eleven pence lawful money on demand with the lawful Interest thereof until  
paid And also for that the said Ephraim at said Hadley on the eighth day of March  
AD 1765 by his other note of the same date for Value rec<sup>d</sup> promised the<sup>r</sup> Eleazar to  
pay him one other Sum of four pounds 13/11. lawful money by the first day  
of May then next with the lawful Interest thereof after the time of Payment  
until



until paid yet the said Ephraim tho' often requested has never performed either of <sup>Porter by</sup> said Promises but neglects and refuses to do it to the damage of the <sup>or</sup> <sup>as he</sup> <sup>sworn</sup> <sup>N<sup>o</sup> 3-</sup> <sup>11</sup> <sup>12</sup> <sup>13</sup> <sup>14</sup> <sup>15</sup> <sup>16</sup> <sup>17</sup> <sup>18</sup> <sup>19</sup> <sup>20</sup> <sup>21</sup> <sup>22</sup> <sup>23</sup> <sup>24</sup> <sup>25</sup> <sup>26</sup> <sup>27</sup> <sup>28</sup> <sup>29</sup> <sup>30</sup> <sup>31</sup> <sup>32</sup> <sup>33</sup> <sup>34</sup> <sup>35</sup> <sup>36</sup> <sup>37</sup> <sup>38</sup> <sup>39</sup> <sup>40</sup> <sup>41</sup> <sup>42</sup> <sup>43</sup> <sup>44</sup> <sup>45</sup> <sup>46</sup> <sup>47</sup> <sup>48</sup> <sup>49</sup> <sup>50</sup> <sup>51</sup> <sup>52</sup> <sup>53</sup> <sup>54</sup> <sup>55</sup> <sup>56</sup> <sup>57</sup> <sup>58</sup> <sup>59</sup> <sup>60</sup> <sup>61</sup> <sup>62</sup> <sup>63</sup> 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<sup>727</sup> <sup>728</sup> <sup>729</sup> <sup>730</sup> <sup>731</sup> <sup>732</sup> <sup>733</sup> <sup>734</sup> <sup>735</sup> <sup>736</sup> <sup>737</sup> <sup>738</sup> <sup>739</sup> <sup>740</sup> <sup>741</sup> <sup>742</sup> <sup>743</sup> <sup>744</sup> <sup>745</sup> <sup>746</sup> <sup>747</sup> <sup>748</sup> <sup>749</sup> <sup>750</sup> <sup>751</sup> <sup>752</sup> <sup>753</sup> <sup>754</sup> <sup>755</sup> <sup>756</sup> <sup>757</sup> <sup>758</sup> <sup>759</sup> <sup>760</sup> <sup>761</sup> <sup>762</sup> <sup>763</sup> <sup>764</sup> <sup>765</sup> <sup>766</sup> <sup>767</sup> <sup>768</sup> <sup>769</sup> <sup>770</sup> <sup>771</sup> <sup>772</sup> <sup>773</sup> <sup>774</sup> <sup>775</sup> <sup>776</sup> <sup>777</sup> <sup>778</sup> <sup>779</sup> <sup>780</sup> <sup>781</sup> <sup>782</sup> <sup>783</sup> <sup>784</sup> <sup>785</sup> <sup>786</sup> <sup>787</sup> <sup>788</sup> <sup>789</sup> <sup>790</sup> <sup>791</sup> <sup>792</sup> <sup>793</sup> <sup>794</sup> <sup>795</sup> <sup>796</sup> <sup>797</sup> <sup>798</sup> <sup>799</sup> <sup>800</sup> <sup>801</sup> <sup>802</sup> <sup>803</sup> <sup>804</sup> <sup>805</sup> <sup>806</sup> <sup>807</sup> <sup>808</sup> <sup>809</sup> <sup>810</sup> <sup>811</sup> <sup>812</sup> <sup>813</sup> <sup>814</sup> <sup>815</sup> <sup>816</sup> <sup>817</sup> <sup>818</sup> <sup>819</sup> <sup>820</sup> <sup>821</sup> <sup>822</sup> <sup>823</sup> <sup>824</sup> <sup>825</sup> <sup>826</sup> <sup>827</sup> <sup>828</sup> <sup>829</sup> <sup>830</sup> <sup>831</sup> <sup>832</sup> <sup>833</sup> <sup>834</sup> <sup>835</sup> <sup>836</sup> <sup>837</sup> <sup>838</sup> <sup>839</sup> <sup>840</sup> <sup>841</sup> <sup>842</sup> <sup>843</sup> <sup>844</sup> <sup>845</sup> <sup>846</sup> <sup>847</sup> <sup>848</sup> <sup>849</sup> <sup>850</sup> <sup>851</sup> <sup>852</sup> <sup>853</sup> <sup>854</sup> <sup>855</sup> <sup>856</sup> <sup>857</sup> <sup>858</sup> 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<sup>925</sup> <sup>926</sup> <sup>927</sup> <sup>928</sup> <sup>929</sup> <sup>930</sup> <sup>931</sup> <sup>932</sup> <sup>933</sup> <sup>934</sup> <sup>935</sup> <sup>936</sup> <sup>937</sup> <sup>938</sup> <sup>939</sup> <sup>940</sup> <sup>941</sup> <sup>942</sup> <sup>943</sup> <sup>944</sup> <sup>945</sup> <sup>946</sup> <sup>947</sup> <sup>948</sup> <sup>949</sup> <sup>950</sup> <sup>951</sup> <sup>952</sup> <sup>953</sup> <sup>954</sup> <sup>955</sup> <sup>956</sup> <sup>957</sup> <sup>958</sup> <sup>959</sup> <sup>960</sup> <sup>961</sup> <sup>962</sup> <sup>963</sup> <sup>964</sup> <sup>965</sup> <sup>966</sup> <sup>967</sup> <sup>968</sup> <sup>969</sup> <sup>970</sup> <sup>971</sup> <sup>972</sup> <sup>973</sup> <sup>974</sup> <sup>975</sup> <sup>976</sup> <sup>977</sup> <sup>978</sup> <sup>979</sup> <sup>980</sup> <sup>981</sup> <sup>982</sup> <sup>983</sup> <sup>984</sup> <sup>985</sup> <sup>986</sup> <sup>987</sup> <sup>988</sup> <sup>989</sup> <sup>990</sup> <sup>991</sup> <sup>992</sup> <sup>993</sup> <sup>994</sup> <sup>995</sup> <sup>996</sup> <sup>997</sup> <sup>998</sup> <sup>999</sup> <sup>1000</sup> <sup>1001</sup> <sup>1002</sup> <sup>1003</sup> <sup>1004</sup> <sup>1005</sup> <sup>1006</sup> <sup>1007</sup> <sup>1008</sup> <sup>1009</sup> <sup>1010</sup> <sup>1011</sup> <sup>1012</sup> <sup>1013</sup> <sup>1014</sup> <sup>1015</sup> <sup>1016</sup> <sup>1017</sup> <sup>1018</sup> <sup>1019</sup> <sup>1020</sup> <sup>1021</sup> <sup>1022</sup> <sup>1023</sup> <sup>1024</sup> <sup>1025</sup> <sup>1026</sup> <sup>1027</sup> <sup>1028</sup> <sup>1029</sup> <sup>1030</sup> <sup>1031</sup> <sup>1032</sup> <sup>1033</sup> <sup>1034</sup> <sup>1035</sup> <sup>1036</sup> <sup>1037</sup> <sup>1038</sup> <sup>1039</sup> <sup>1040</sup> <sup>1041</sup> <sup>1042</sup> <sup>1043</sup> <sup>1044</sup> <sup>1045</sup> <sup>1046</sup> <sup>1047</sup> <sup>1048</sup> <sup>1049</sup> <sup>1050</sup> <sup>1051</sup> <sup>1052</sup> <sup>1053</sup> 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<sup>1116</sup> <sup>1117</sup> <sup>1118</sup> <sup>1119</sup> <sup>1120</sup> <sup>1121</sup> <sup>1122</sup> <sup>1123</sup> <sup>1124</sup> <sup>1125</sup> <sup>1126</sup> <sup>1127</sup> <sup>1128</sup> <sup>1129</sup> <sup>1130</sup> <sup>1131</sup> <sup>1132</sup> <sup>1133</sup> <sup>1134</sup> <sup>1135</sup> <sup>1136</sup> <sup>1137</sup> <sup>1138</sup> <sup>1139</sup> <sup>1140</sup> <sup>1141</sup> <sup>1142</sup> <sup>1143</sup> <sup>1144</sup> <sup>1145</sup> <sup>1146</sup> <sup>1147</sup> <sup>1148</sup> <sup>1149</sup> <sup>1150</sup> <sup>1151</sup> <sup>1152</sup> <sup>1153</sup> <sup>1154</sup> <sup>1155</sup> <sup>1156</sup> <sup>1157</sup> <sup>1158</sup> <sup>1159</sup> <sup>1160</sup> <sup>1161</sup> <sup>1162</sup> <sup>1163</sup> <sup>1164</sup> <sup>1165</sup> <sup>1166</sup> <sup>1167</sup> <sup>1168</sup> <sup>1169</sup> <sup>1170</sup> <sup>1171</sup> <sup>1172</sup> <sup>1173</sup> <sup>1174</sup> <sup>1175</sup> <sup>1176</sup> <sup>1177</sup> <sup>1178</sup> <sup>1179</sup> <sup>1180</sup> <sup>1181</sup> <sup>1182</sup> <sup>1183</sup> <sup>1184</sup> <sup>1185</sup> <sup>1186</sup> <sup>1187</sup> <sup>1188</sup> <sup>1189</sup> <sup>1190</sup> <sup>1191</sup> <sup>1192</sup> <sup>1193</sup> <sup>1194</sup> <sup>1195</sup> <sup>1196</sup> <sup>1197</sup> <sup>1198</sup> <sup>1199</sup> <sup>1200</sup> <sup>1201</sup> <sup>1202</sup> <sup>1203</sup> <sup>1204</sup> <sup>1205</sup> <sup>1206</sup> <sup>1207</sup> <sup>1208</sup> <sup>1209</sup> <sup>1210</sup> <sup>1211</sup> <sup>1212</sup> <sup>1213</sup> <sup>1214</sup> <sup>1215</sup> <sup>1216</sup> <sup>1217</sup> <sup>1218</sup> <sup>1219</sup> <sup>1220</sup> <sup>1221</sup> <sup>1222</sup> <sup>1223</sup> <sup>1224</sup> <sup>1225</sup> <sup>1226</sup> <sup>1227</sup> <sup>1228</sup> <sup>1229</sup> <sup>1230</sup> <sup>1231</sup> <sup>1232</sup> <sup>1233</sup> <sup>1234</sup> <sup>1235</sup> <sup>1236</sup> <sup>1237</sup> <sup>1238</sup> <sup>1239</sup> <sup>1240</sup> <sup>1241</sup> <sup>1242</sup> <sup>1243</sup> <sup>1244</sup> <sup>1245</sup> <sup>1246</sup> <sup>1247</sup> <sup>1248</sup> <sup>1249</sup> <sup>1250</sup> <sup>1251</sup> <sup>1252</sup> <sup>1253</sup> <sup>1254</sup> <sup>1255</sup> <sup>1256</sup> <sup>1257</sup> <sup>1258</sup> <sup>1259</sup> <sup>1260</sup> <sup>1261</sup> <sup>1262</sup> <sup>1263</sup> <sup>1264</sup> <sup>1265</sup> <sup>1266</sup> <sup>1267</sup> <sup>1268</sup> <sup>1269</sup> <sup>1270</sup> <sup>1271</sup> <sup>1272</sup> <sup>1273</sup> <sup>1274</sup> <sup>1275</sup> <sup>1276</sup> <sup>1277</sup> <sup>1278</sup> <sup>1279</sup> <sup>1280</sup> <sup>1281</sup> <sup>1282</sup> <sup>1283</sup> <sup>1284</sup> <sup>1285</sup> <sup>1286</sup> <sup>1287</sup> <sup>1288</sup> <sup>1289</sup> <sup>1290</sup> <sup>1291</sup> <sup>1292</sup> <sup>1293</sup> <sup>1294</sup> <sup>1295</sup> <sup>1296</sup> <sup>1297</sup> <sup>1298</sup> <sup>1299</sup> <sup>1300</sup> <sup>1301</sup> <sup>1302</sup> <sup>1303</sup> <sup>1304</sup> <sup>1305</sup> <sup>1306</sup> <sup>1307</sup> <sup>1308</sup> <sup>1309</sup> <sup>1310</sup> <sup>1311</sup> <sup>1312</sup> <sup>1313</sup> <sup>1314</sup> <sup>1315</sup> <sup>1316</sup> <sup>1317</sup> <sup>1318</sup> <sup>1319</sup> <sup>1320</sup> <sup>1321</sup> <sup>1322</sup> <sup>1323</sup> <sup>1324</sup> <sup>1325</sup> <sup>1326</sup> <sup>1327</sup> <sup>1328</sup> <sup>1329</sup> <sup>1330</sup> <sup>1331</sup> <sup>1332</sup> <sup>1333</sup> <sup>1334</sup> <sup>1335</sup> <sup>1336</sup> <sup>1337</sup> <sup>1338</sup> <sup>1339</sup> <sup>1340</sup> <sup>1341</sup> <sup>1342</sup> <sup>1343</sup> <sup>1344</sup> <sup>1345</sup> <sup>1346</</sup>



211  
Ashley  
or  
Clap-  
N<sup>o</sup>. 7. Margaret Ashley of Westfield in the County of Hampshire Gentlewoman plt. vs Ezra  
Clap of the same Westfield Gent<sup>l</sup>. Def<sup>t</sup>. in a plea of  $\bar{d}$  Case for that the s<sup>d</sup>. Ezra at said  
Westfield on the first of August A<sup>d</sup> 764 by his note for Value rec<sup>d</sup>. promised the plt. to pay  
her three hundred fifty nine pounds 13/2 on demand With Interest but has failed to her  
damage £400 or as in the Writ - The plt. appears by John Phelps Gent. her Attorney  
The said Ezra being three times publicly called makes default of appearance in Court -

Therefore it is considered by the Court that the said Margaret do recover against  
the said Ezra Three hundred and eighty nine pounds ten Shillings and five pence of  
lawful money Damages and Cost of Suit taxed at one pound 14/6 & thereof &c.  
Ex. ii. 17<sup>th</sup> Sept. 1766 -

Miller  
or  
Pelton  
N<sup>o</sup>. 8 Joseph Miller of Granville in the County of Hampshire yeoman plt. vs Ephraim Pelton of  
Granville afores<sup>d</sup>. yeoman def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>. Ephraim at s<sup>d</sup>. Granville  
on the 15<sup>th</sup> day of April 765 by his note for Value rec<sup>d</sup>. promised the s<sup>d</sup>. Joseph to pay him  
four pounds 11/6 on demand in manner following viz three pounds thereof in neat Cattle  
and one pound 11/6 of residue thereof in Smith's work & the plt. says he was always ready  
hitherto to receive of same in manner afores<sup>d</sup>. but of s<sup>d</sup>. Ephraim hath not paid of same  
to his damage £6. The plt. appears by John Phelps Gent. his Attorney - The s<sup>d</sup>. Ephraim  
being three times publicly called makes Default of appearance in Court -

Therefore it is considered by the Court that the said Joseph do recover with his agent  
against the s<sup>d</sup>. Ephraim three pounds of lawful money Damages and Cost of Suit taxed  
at one pound nineteen Shillings and two pence & thereof &c. Ex. ii. 11<sup>th</sup> May 1767 -

Grant  
or  
Moore  
N<sup>o</sup>. 9 Ebenezer Grant of Windsor in the County of Hartford in the Colony of Connecticut in New-  
England Gent<sup>l</sup>. plt. vs William Moore of Westfield in the County of Hampshire yeoman  
def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>. William at said Westfield on the 17<sup>th</sup> day of July  
A<sup>d</sup> 765 by his note for Value rec<sup>d</sup>. promised the said Ebenezer to pay him Seventeen  
pounds 8/6 lawful money or the Value of it in good merchantable pork or Wheat  
within three months s<sup>d</sup>. pork or Wheat to be delivered at s<sup>d</sup>. Grant's house and if it sh<sup>d</sup>.  
be paid then the lawful Interest afterwards till paid yet the s<sup>d</sup>. William hath  
not performed &c. as in the Writ - The plt. appears by John Phelps Gent<sup>l</sup>. his Att<sup>y</sup>.  
The s<sup>d</sup>. William being three times publicly called makes default of appearance in  
Court - Therefore it is considered by the Court that the said Ebenezer do recover  
against the s<sup>d</sup>. William (with his  $\bar{d}$  plt. agent) Twelve pounds Six Shillings &  
four pence of lawful money Damages and Cost of Court taxed at one pound  
eighteen Shillings & ten pence & thereof &c. Ex. ii. 19<sup>th</sup> Sept. 1766 -

Fowler  
or  
White  
N<sup>o</sup>. 10 Samuel Fowler of Westfield in the County of Hampshire yeoman plt. vs Ebenezer  
White of Westfield afores<sup>d</sup>. yeoman def<sup>t</sup>. in a plea of the Case for the s<sup>d</sup>. Ebenezer at s<sup>d</sup>.  
Westfield on the 15<sup>th</sup> day of Oct. last past by his note for Value rec<sup>d</sup>. promised the plt.  
to pay him eighty pounds within fifteen days or interest thereafter &c. but hath not  
paid the same to  $\bar{d}$  plt. damage £80. The plt. appears by John Phelps Gent. his  
attorney - The s<sup>d</sup>. Ebenezer being three times publicly called makes default of  
appearance here - Therefore it is considered by the Court that the said Samuel  
do recover against the said Ebenezer Seventy one pounds three Shillings & three  
pence of lawful money Damages and Cost of Suit taxed at one pound 16/5 & thereof &c.  
Ex. ii. 19<sup>th</sup> Sept. 1766 -

Idem  
or  
Indem  
N<sup>o</sup>. 11 Samuel Fowler of Westfield in the County of Hampshire yeoman plt. vs Eben<sup>r</sup>.  
White of s<sup>d</sup>. Westfield yeoman def<sup>t</sup>. in a plea of the Case for that s<sup>d</sup>. Ebenezer -  
together with one Levi Root at Westfield afores<sup>d</sup>. on the 12<sup>th</sup> of Sept. 1763 by his note  
for Value rec<sup>d</sup>. promised the plt. to pay him or order twenty four pounds 15/ by the  
first



first day of January then next with lawful Interest & yet they or either of them have not paid the same. The P<sup>t</sup>. by John Phelps gent. his attorney appears. The P<sup>r</sup>. being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said Ebenezer Twenty one pounds five Shillings and four pence of lawful money Damages and Cost of Suit taxed at one pound 16/5 & thereof to be paid on 19<sup>th</sup> Sept 1766. Towler  
vs  
White  
N<sup>o</sup>. 11.

Daniel Rust of Coventry in the County of Windham in the Colony of Connecticut Gent<sup>l</sup> P<sup>t</sup>. vs Samuel Lee the younger of Great Barrington in the County of Berkshire Physician Deft. in a plea of the Case for that J<sup>d</sup>. Samuel at a place called Lebanon in Springfield afores<sup>d</sup> on the 22<sup>d</sup> day of Feb<sup>y</sup> 1764 by his note for Value received by the name of Samuel Lee promised the P<sup>r</sup>. Daniel to pay him forty five Shillings on demand with interest &c. The p<sup>t</sup>. by John Phelps Gent. his Attorney appears. The P<sup>r</sup>. Samuel tho' three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Daniel do recover against the said Samuel two pounds eleven Shillings and ten pence of lawful money Damages and Cost of Suit taxed at two pounds & ten Shillings & thereof to be paid on 19<sup>th</sup> April 1767. Rust  
vs  
Lee  
N<sup>o</sup>. 12.

Widdad Towler of Westfield in the County of Hampshire yeoman p<sup>t</sup>. vs Thomas Kennedy yeoman & David Gilmon yeoman both of Murrayfield in J<sup>d</sup>. County Deft. in a plea of the Case for that the said Thomas and David at said Westfield on the 1<sup>st</sup> day of July 1763 by their note for Value rec<sup>d</sup>. jointly & severally promised the P<sup>r</sup>. Widdad to pay him three pounds 12s. on demand with Interest but have not done so. The p<sup>t</sup>. appears by John Phelps Gent. his Attorney. The P<sup>r</sup>. Thomas and David being three times publicly called to come into Court make default of Appearance here. Therefore it is considered by the Court that the P<sup>r</sup>. Widdad do recover against the P<sup>r</sup>. Thomas and David Three pounds Seventeen Shillings & six pence of lawful money Damages and Cost of Suit taxed at one pound Eighteen Shillings & Eight pence & thereof to be paid on 19<sup>th</sup> Sept: 1766. Towler  
vs  
Kennedy  
&  
Gilmon  
N<sup>o</sup>. 13.

John Phelps of Westfield in the County of Hampshire Gent<sup>l</sup> p<sup>t</sup>. vs Thomas Kennedy yeoman and William Tierney yeoman both of Murrayfield in J<sup>d</sup>. County Deft<sup>s</sup> in a plea of the Case for that the said Thomas and William at Springfield afores<sup>d</sup> on the 6<sup>th</sup> day of November last by their note for Value rec<sup>d</sup>. jointly and severally promised the P<sup>r</sup>. John to pay him or order two pounds 15/4 on demand with interest &c but have not nor either of them paid the same. The p<sup>t</sup>. appears in his proper person. The P<sup>r</sup>. Thomas and William being three times publicly called make default of Appearance here. Therefore it is considered by the Court that the said John do recover against the P<sup>r</sup>. Thomas and William Two pounds Seventeen Shillings and nine pence of lawful money Damages and one pound Sixteen Shillings and ten pence of lawful money allowed him for Cost of Suit & thereof to be paid on 24<sup>th</sup> Sept: 1766. Phelps  
vs  
Kennedy  
&  
Tierney  
N<sup>o</sup>. 14.

Henry Steward of America Precinct in Dutchess County and Province of New York yeoman p<sup>t</sup>. vs Samuel Rowley of a place commonly known & called by the name of Number one Equivalent in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Samuel at S<sup>d</sup>. Springfield on the 28<sup>th</sup> day of Sept: 1765 by his note for Value rec<sup>d</sup> promised the P<sup>r</sup>. Henry to pay him or order four pounds 10s. on or before the first of May then next but the often Steward  
vs  
Rowley  
N<sup>o</sup>. 15.



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but tho often requested hath not paid the same & The P<sup>lt</sup>. by John  
Steward } Phelps gent. his attorney appears - The said Samuel being three times  
Noble } publicly called to come into Court makes Default of Appearance here.  
N<sup>o</sup> 15. } Therefore it is considered by the Court that the said Henry do recover  
against the said Samuel four pounds ten Shillings of lawful money  
Damages & Cost of Court taxed at two pounds 12/6 & thereof he  
may have Execution &c. 31<sup>st</sup> Oct. 1766 -

Hammon } Nathaniel Hammon of Suffield in the County of Hampshire yeoman p<sup>lt</sup>  
Old } vs Daniel Old of Westfield in the said County yeoman def<sup>t</sup> in a plea of Case  
N<sup>o</sup> 16 } for that the s<sup>d</sup> Daniel at s<sup>d</sup> Springfield on the 26<sup>th</sup> day of March 1753 by his  
note for Value rec<sup>d</sup>. by the name of Daniel Olds of Westfield promised s<sup>d</sup> Nath<sup>l</sup>  
by the name of Nathaniel Hammon of second of Suffield to pay him twenty-two  
pounds in bills of public credit of s<sup>d</sup> old tenor (viz of s<sup>d</sup> Colony of Connecticut) equal  
to two pounds 2/6 & P<sup>lt</sup>. says, on demand with interest &c but hath failed to do the  
P<sup>lt</sup>. Damage &c. as in & with The P<sup>lt</sup>. appears by John Phelps Gent. his  
Attorney - The said Daniel being three times publicly called to come into Court  
made default of appearance here -

Therefore it is considered by the Court that the s<sup>d</sup> Nathaniel do recover  
against the said Daniel Three pounds Six Shillings and nine pence two  
farthings of lawful money Damages and Cost of Court taxed at two pounds  
one Shilling and two pence & thereof he may have Execution &c. 1<sup>st</sup> Nov. 1766 -

Mosely } John Mosely of Westfield in the County of Hampshire Gent<sup>l</sup> P<sup>lt</sup>. vs Daniel  
Coolley } Coolley of Granville in the s<sup>d</sup> County yeoman def<sup>t</sup> in a plea of the Case for  
N<sup>o</sup> 17 } that s<sup>d</sup> Daniel at s<sup>d</sup> Westfield on s<sup>d</sup> 25<sup>th</sup> day of Oct. 1763 by his note for Value  
rec<sup>d</sup>. promised the P<sup>lt</sup>. to pay him or order eleven pounds 2/6 on demand with In-  
terest &c but hath failed to do Damage of s<sup>d</sup> P<sup>lt</sup>. £16. The P<sup>lt</sup>. appears by John Phelps  
Gent<sup>l</sup> his attorney - The said Daniel being three times publicly called to come into  
Court makes Default of appearance here - Therefore it is considered by s<sup>d</sup> Court  
that the s<sup>d</sup> John Mosely do recover against the s<sup>d</sup> Daniel Thirteen pounds and  
six pence of lawful money Damages and Costs of Court taxed at one pound 16/  
and thereof he may have his Execution &c. 19<sup>th</sup> Sept. 1766 -

Marshall } John Marshall of South Hadley in the County of Hampshire Gent<sup>l</sup> P<sup>lt</sup>. vs Ephraim  
Noble } Noble of Westfield in the same County yeoman def<sup>t</sup> in a plea of the Case for that  
18. } the said Ephraim at said Westfield on the last day of June last being justly indebted  
to the s<sup>d</sup> John in the Sum of two pounds 10/7 for sundry articles of Merchandize  
according to the account annexed to the Writ in consideration thereof then and there  
promised the p<sup>lt</sup>. to pay him the same on demand but hath failed to do it &  
The P<sup>lt</sup>. by John Phelps Gent his Att<sup>r</sup>. appears - The s<sup>d</sup> Ephraim tho' three times  
publicly called to come into Court doth not come but makes Default of appear-  
ance here - Therefore it is considered by the Court that the s<sup>d</sup> John the P<sup>lt</sup>. do-  
recover against the s<sup>d</sup> Ephraim two pounds ten Shillings and seven pence of  
lawful money Damages and Cost of Suit taxed at one pound 16/ & thereof he  
may have Execution &c. 19<sup>th</sup> Sept. 1766 -

Mosely } John Mosely of Westfield in the County of Hampshire Gent<sup>l</sup> P<sup>lt</sup>. vs Stephen  
Hickox } Hickox of Granville in s<sup>d</sup> County yeoman def<sup>t</sup> in a plea of the Case for that  
19 } the s<sup>d</sup> Stephen at s<sup>d</sup> Westfield on the 24<sup>th</sup> of May 1765 by his note for Value rec<sup>d</sup>.  
promised the P<sup>lt</sup>. to pay him or order five pounds 9/9 on demand with Interest  
but hath failed to do it to s<sup>d</sup> P<sup>lt</sup>. Damage £9. 0. The P<sup>lt</sup>



The Plt. by John Phelps Gent<sup>r</sup> his attorney appears - The s<sup>r</sup> Stephen being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said John the plt. do recover ag<sup>t</sup> the said Stephen five pounds seventeen shillings and eleven pence two farthings of lawful money damages and Cost of Suit taxed at one pound 16/6 & thereof s<sup>r</sup> -

Ex<sup>n</sup> in<sup>o</sup> 19<sup>th</sup> Sept. 1766 -

John Morely of Westfield in the County of Hampshire Gent<sup>r</sup> Plt. vs Ebenezer Kingley of Southampton in the County of Hampshire Gent<sup>r</sup> Def<sup>t</sup> in a plea of the Case for that the s<sup>r</sup> Ebenezer at said Westfield on the 29<sup>th</sup> of April 1765 by his note for Value rec<sup>d</sup> promised the said John to pay him or order the sum of three pounds 12/2 on demand with the lawful interest thereof till paid but he hath failed to do so to the damage of the s<sup>r</sup> John the sum of £6.00 - The Plt. by John Phelps Gent<sup>r</sup> his attorney appears - The s<sup>r</sup> Ebenezer being three times publicly called makes default of Appearance here - Therefore it is considered by the Court that the s<sup>r</sup> John the plt. do recover against the s<sup>r</sup> Ebenezer three pounds eleven shillings & six pence of lawful money damages and Cost of Suit taxed at one pound 16/2 & thereof s<sup>r</sup> -

Ex<sup>n</sup> in<sup>o</sup> 19<sup>th</sup> Sept. 1766 -

Biddad Fowler of Westfield in the County of Hampshire Trader Plt. vs Moses Dewey of the same Westfield Gent<sup>r</sup> Def<sup>t</sup> in a plea of the Case for that the said Moses at said Westfield on the third day of August 1764 by his note of that date for Value there received promised the s<sup>r</sup> Biddad to pay him the sum of two pounds 12/4 on demand with interest till paid and also for that the s<sup>r</sup> Moses at said Westfield on the last day of June last being justly indebted to the said Biddad in the sum of Seven pounds eleven shillings & eleven pence half penny lawful money for sundry goods wares & Merchandises then before that time sold and delivered by the s<sup>r</sup> Biddad to the s<sup>r</sup> Moses at his special instance and Request according to the account annexed to y<sup>e</sup> Writ and then and there in Consideration thereof the s<sup>r</sup> Moses promised the said Biddad to pay him the sum last mentioned on demand yet the said Moses tho' often requested hath not performed either of his said promises but he wholly deny<sup>s</sup> to do it to y<sup>e</sup> damage of the s<sup>r</sup> Biddad as he says the sum of £12.00 - The plt. appears by Simon Strongy and John Phelps Gentlemen his Attorneys and the s<sup>r</sup> Moses Dewey by Moses Bliss Gent<sup>r</sup> his Attorney comes into Court & as to the promise alledged in y<sup>e</sup> first Count above mentioned contained the s<sup>r</sup> Moses doth not deny that he promised the said Biddad the Plt. as the s<sup>r</sup> Biddad hath alledged against him in his s<sup>r</sup> first Count but as to the same freely confesseth the s<sup>r</sup> Action - Therefore it is considered by the Court y<sup>t</sup> the said Biddad do recover against the s<sup>r</sup> Moses y<sup>e</sup> Def<sup>t</sup> two pounds nineteen shillings and a penny of lawful money for his damages sustained by reason of y<sup>e</sup> s<sup>r</sup> Moses having failed to perform the Promise in the s<sup>r</sup> Biddad's first Count alledged and Costs of Suit taxed at one pound 9/10 & thereof s<sup>r</sup> And as to the second Count in the s<sup>r</sup> Biddad's Writ contained the s<sup>r</sup> Moses defends the same and Injury where<sup>n</sup> he and says he never promised the s<sup>r</sup> Biddad in manner and form as the said Biddad against him hath alledged and thereof puts himself on the Country - And the s<sup>r</sup> Biddad likewise doth the same - Thereupon the Jurors of the Jury at this time, according to the form and effect of the Statutes in this case provided, returned empanelled, being demanded likewise were here, who to say the truth concerning the premises being duly sworn, by their foreman Mr. Job Alvord declare upon their Oath that they find nothing for the Plt. and such costs for the defendant as he hath laid out in defending the suit so far as it respects the second Count in the Plt's Writ contained -

Therefore it



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Therefore it is considered by the Court that the s<sup>d</sup> Bildad by his plea agrees so  
far as it respects of promise alledged in his said Second Count have nothing but that he  
It is also considered that s<sup>d</sup> Moses Dewey do recover against the s<sup>d</sup> Bildad Fowler  
fifteen Shillings of lawful money allowed him with his consent for costs and charges  
in defending the suit of the said Bildad upon the Promise alledged in the s<sup>d</sup> Second  
Count & thereof. The s<sup>d</sup> Bildad by John Phelps Gent. his said Attorney appears  
from the judgment last rendered as afores<sup>d</sup> to the Superior Court of Judicature to be  
held at Springfield within and for the County of Hampshire on the fourth  
Tuesday of September next and he recognises with sureties as the law directs for  
the said Bildad's prosecuting the appeal with effect as by s<sup>d</sup> Recy<sup>d</sup> on file appears.

Idem  
Pelton  
22  
Bildad Fowler of Westfield in the County of Hampshire trader p<sup>lt</sup>. vs Ephraim  
Pelton of Granville in s<sup>d</sup> County Blacksmith de<sup>ft</sup>. in a plea of the Case for that  
the s<sup>d</sup> Ephraim at said Westfield on the 29<sup>th</sup> day of April 1764 by his note for Value  
received promised the s<sup>d</sup> Bildad to pay him twelve shillings lawful money on demand  
with Interest & also for that s<sup>d</sup> Ephraim there on the third of May 1766 by his other  
note for Value rec<sup>d</sup> promised s<sup>d</sup> Bildad to pay him twenty pounds worth of good cherry  
Boards & white pine boards and white pine clap. boards and deliver same at the said  
Bildad's dwelling house in Westfield by s<sup>d</sup> 15<sup>th</sup> of July then next with interest and s<sup>d</sup> Bildad  
says he was always there ready to receive them - And also for that s<sup>d</sup> Ephraim  
there on the third of May 1766 by his other note for Value rec<sup>d</sup> promised  
the s<sup>d</sup> Bildad to pay him seventeen pounds on demand with interest & yet s<sup>d</sup>  
said Ephraim hath not performed to the p<sup>lt</sup> damage of 40<sup>l</sup>. The s<sup>d</sup> Bildad by  
John Phelps Gent. his Att<sup>r</sup> appears - The s<sup>d</sup> Ephraim being three times publicly  
called to come into Court makes default of appearance here -

Therefore it is considered by the Court that the s<sup>d</sup> Bildad do recover against  
the s<sup>d</sup> Ephraim Thirty eight pounds, eight shillings and two pence two farthings  
of lawful money damages and Cost of Court taxed at one pound 16<sup>s</sup> 2<sup>d</sup> & thereof he  
ra<sup>n</sup> is 19<sup>th</sup> Sept. 1766 -

Idem  
Collins  
N<sup>o</sup> 23.  
Bildad Fowler of Westfield in the County of Hampshire trader p<sup>lt</sup>. vs John Collins  
of Sheffield in the County of Berkshire yeoman de<sup>ft</sup>. in a plea of the Case for that  
the s<sup>d</sup> John at s<sup>d</sup> Springfield on the 31<sup>st</sup> day of May 1765 by his note for Value received  
promised the s<sup>d</sup> Bildad to pay him or order two pounds and nine pence with use &  
And also for that said John there on the 19<sup>th</sup> day of March 1765 by his other note for  
Value rec<sup>d</sup> promised the s<sup>d</sup> Bildad to pay him ten pounds s<sup>d</sup> on demand with law<sup>l</sup>  
Interest & as on file - The said Bildad appears by John Phelps Gent. his Attorney  
The s<sup>d</sup> John Collins being three times publicly called to come into Court makes default  
of appearance here - Therefore it is considered by the Court that the s<sup>d</sup> Bildad  
do recover against the s<sup>d</sup> John Collins thirteen pounds eleven shillings & five  
two farthings of lawful money Damages & Costs of Suit taxed at two pounds two  
shillings and four pence & thereof he may have his ra<sup>n</sup> & ra<sup>n</sup> is 19<sup>th</sup> Sept. 1766 -

Idem  
Hill  
N<sup>o</sup> 24  
Bildad Fowler of Westfield in the County of Hampshire Trader p<sup>lt</sup>. vs Asa Hill who lives  
on the Road that leads from Becket in the County of Berkshire to Pittsfield in the same  
County and in the County of Berkshire yeoman de<sup>ft</sup>. in a plea of the Case for that s<sup>d</sup> Asa  
at s<sup>d</sup> Westfield on the 27<sup>th</sup> day of August 1765 by his note for Value rec<sup>d</sup> promised the  
p<sup>lt</sup> to pay him fifteen shillings & 8<sup>d</sup>. with use & also for that s<sup>d</sup> Asa at s<sup>d</sup> Westfield  
on the 29<sup>th</sup> day of July 1766 by his other note for Value rec<sup>d</sup> promised the s<sup>d</sup> Bildad to pay  
him six pounds 14<sup>s</sup> 9<sup>d</sup> on demand with Interest & but hath failed to pay the same  
to the



to the plt: Damage £8. The plt. appears by John Phelps gent. his Attorney - The said  
Afa being three times publicly called makes default of appearance in Court - Therefore  
It is considered by the Court that the s<sup>d</sup> Biddad do recover against the said Afa six pounds  
eleven Shillings and ten pence two farthings of lawful money Damages and Cost of Suit  
taxed at two pounds and two pence & thereof &c Ex<sup>a</sup> in<sup>o</sup> 19<sup>th</sup> Sept 1766 -

Josiah Torrey of Boston in the County of Suffolk Farmer plt. vs Moses Dewey of Westfield  
in the County of Hampshire gent<sup>l</sup> and Aaron Ashby of said Westfield yeoman defendants } Torrey  
in a plea of the Case for that the s<sup>d</sup> Moses and Aaron at s<sup>d</sup> Westfield on the 28<sup>th</sup> day of Feby. 25<sup>th</sup>  
last past by their joint note for Value rec<sup>d</sup> promised the s<sup>d</sup> Josiah to pay him eighteen  
pounds 13/5<sup>th</sup> on demand with the lawful Interest thereof till paid but have failed to  
do it to the plt. Damage £25 - The plt. appears by John Phelps gent. his attorney.  
The s<sup>d</sup> Moses and Aaron tho' three times publicly called to come into Court do not nor  
either of them come but make default of appearance here - Therefore it is consi-  
dered by the Court that the said Josiah do recover against the said Moses & Aaron  
Nineteen pounds five Shillings and eight pence of lawful money Damages and  
Cost of Court taxed at three pounds two shillings and eight pence & thereof &c  
Ex<sup>a</sup> in<sup>o</sup> 10<sup>th</sup> Jan'y 1767 -

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Noah Loomis  
of the same Westfield yeoman def<sup>t</sup> in a plea of the Case for that the s<sup>d</sup> Noah at s<sup>d</sup> Westfield  
Westfield on the tenth day of Oct. 1765 by his note of that date for Value there rec<sup>d</sup>. } Fowler  
promised the s<sup>d</sup> Biddad to pay to him four pounds 6/5<sup>th</sup> worth of grain at cash price } vs  
at or before the fifteenth day of May next following the date of s<sup>d</sup> note with Interest } Loomis  
till paid and the plt. says he has been always ready to receive said grain And also } 26 -  
for that the said Noah at said Westfield on the last day of June last past being justly  
indebted to the said Biddad in the sum of fifteen pounds lawful money for sundry  
good Wares and merchandises there before that time sold and delivered by the said  
Biddad to the said Noah at his special instance and request and then and there  
in Consideration thereof he promised said Biddad to pay him s<sup>d</sup> sum last mentioned  
on demand yet the said Noah tho' often thereto requested hath not performed either  
of his said Promises but wholly neglects to perform either thereof to the damage of the  
said Biddad £20. - The plt. appears by Simeon Strong and John Phelps Gentlemen  
his Attornies - And the said Noah Loomis by John Worthington by his attorney comes  
into Court and defends &c when &c and as to the first count in the Plaintiff's Declaration  
the s<sup>d</sup> Noah confesses that he made the note declared on and the promise therein set forth  
and that he has not performed the same and submits to the Judgment of this Court  
for the sum therein mentioned of £4. 6. 5. 2 and the Interest thereof as the plaintiff  
has declared against him - Therefore it is considered by the Court that that the said  
Biddad do recover against the said Noah four pounds eleven Shillings and a penny  
of lawful money for his damages by reason of the s<sup>d</sup> Noah's not having performed the  
promise set forth in the s<sup>d</sup> first Count and Costs of Court taxed at One pound twelve Shill:  
and four pence & thereof &c Ex<sup>a</sup> in<sup>o</sup> 31<sup>st</sup> Oct. 1766 -

And as to the Second Count in the Plaintiff's Declaration wherein the plt.  
declares against the s<sup>d</sup> Noah of a promise to pay the plt. the sum of fifteen pounds  
for sundry good wares and merchandises the said Noah says he never promised in  
manner and form as the plt. in his Declaration has thereof declared against him &  
thereof puts himself on the Country - And the plt. likewise - Thereupon the Jurors  
of the Jury, according to the form and effect of the Statutes in this case provided, now  
returned and impanelled being demanded likewise come here, Who to say the Truth  
concerning



214) concerning the premises being duly sworn, by their foreman Mr. Job Alvord, say  
Fowler } upon their Oath that they find for the Plaintiff eight Pounds nineteen Shillings and  
vs }  
Loomis } light pence Damages and Cost of Court. Therefore it is further Considered by Court  
26 } that the said Biddad do recover against the said Noah eight Pounds nineteen Shillings  
and eight Pence of lawful money Damages and Costs upon the Issue taxed at one  
pound seven Shillings and thereof he may have his Execution &c. The Plt. by John  
Phelps Gent. his attorney above named appeals from the Judgment of this Court last  
above mentioned to the Superior Court of Judicature &c. to be holden at Springfield  
within and for the County of Hampshire on the fourth Tuesday of September next  
and he recognises with Sureties as the Law directs for the said Biddad's prosecuting  
the Appeal with effect as by the said recognizance on file appears —

Boies } William Boies of Blanford in the County of Hampshire yeoman plt. vs Stephen Hickox  
Hickox } of Granville in the same County yeoman deft. in a plea of the Case for that the said  
27 } Stephen at said Granville on the 19<sup>th</sup> day of November 1764 by his note for Value rec<sup>d</sup>  
promised the Plt. to him or order thirteen pounds 7s. by the first of May then next with  
the lawful Interest &c. but hath not done it to the Plt. Damages £13. The Plt. appears by  
John Phelps Gent. his Attorney. The i<sup>d</sup> Stephen being three times publicly called  
makes default of appearance here. Therefore it is considered by the Court that  
the said William do recover against the said Stephen eleven pounds, three Shill<sup>l</sup>  
and five pence of lawful money Damages and Cost of Suit taxed at one pound  
nineteen Shillings & eight Pence & thereof &c. Exon i<sup>d</sup> 19<sup>th</sup> Sept. 1766.

Mather } Samuel Mather of Westfield in the County of Hampshire physician plt. vs Thomas  
vs } Noble of the same Westfield yeoman deft. in a plea of the Case for that the i<sup>d</sup> Thomas at  
28 } said Westfield on the 22<sup>d</sup> day of May 1764 by his note for Value rec<sup>d</sup> promised the  
Plt. to pay him or order three pounds 9s. on Demand with Interest &c. but he wholly  
denys to do it to the Damage of the i<sup>d</sup> Samuel £5. The Plt. by John Phelps Gent.  
his Attorney appears. The i<sup>d</sup> Thomas being three times publicly called makes  
default of appearance here. Therefore it is considered by the Court that the said  
Samuel do recover against the i<sup>d</sup> Thomas three pounds eighteen Shillings & eight  
pence of lawful money Damages and Cost of Court taxed at one pound 14s. & thereof &c.  
Exon i<sup>d</sup> 19<sup>th</sup> Sept. 1766.

Idern } Samuel Mather of Westfield in the County of Hampshire Physician plt. vs Moses  
vs } Dewey of Westfield afores. yeoman deft. in a plea of the Case for that the i<sup>d</sup> Moses at  
29 } said Westfield on the last day of June last being justly indebted to the i<sup>d</sup> Samuel in  
the Sum of four pounds 3s. for sundry Visits made to the i<sup>d</sup> Moses's house by him the i<sup>d</sup>  
Samuel and medicines by him there before that time sold and delivered at the i<sup>d</sup>  
Moses's special Request in Consideration thereof the i<sup>d</sup> Moses promis<sup>d</sup> the said Sam<sup>l</sup>  
to pay him the same on Demand but hath not done it to the Plt. Damage £7.  
The Plt. appears by John Phelps Gent. his attorney. The said Moses being three  
times publicly called makes default of Appearance in Court.  
Therefore it is considered by the Court that the said Samuel do Recover  
against the said Moses Four pounds three Shillings and one penny of lawful  
money Damages and Cost of Suit taxed at one pound 14s. & thereof &c.  
Exon i<sup>d</sup> 19<sup>th</sup> Sept. 1766.

Martindale } Samuel Martindale of Greenfield in the County of Hampshire yeoman  
vs } Datis Insign of Westfield in i<sup>d</sup> County Clothier deft. in a plea of the  
30 } Case for that the i<sup>d</sup> Datis at said Westfield on the 28<sup>th</sup> day of January 1765 by  
his note for Value received promised the Plt. to pay him ten pounds 10s. on



on demand with interest till paid but deny, to do it to the Damage of the said  
Lernuel £12. The pl't. by John Phelps gent. his attorney appears. The d' Datis  
being three times publicly called makes default of appearance here.

Martindale  
vs  
Insign  
N<sup>o</sup> 30.

Therefore it is considered by the court that the said Lernuel do recover ag<sup>t</sup>  
the said Datis eleven pounds six Shillings and ten pence of lawful money  
Damages and Cost of Court taxed at two pounds, 3/2 & thereof {  
Sept. 1766.

Patrick Thompson trader of Windsor and Andrew Thompson trader of Hartford  
both in the County of Hartford and Colony of Connecticut in New England pl't. vs  
Ephraim Noble of Westfield in the County of Hampshire yeoman deft. in a  
plea of the Case for that the i<sup>d</sup> Ephraim at a place called Windsor in Springfield  
afores<sup>d</sup> on the 16<sup>th</sup> day of July 1765 by his note of that date for Value there receiv<sup>d</sup>  
promised the said Patrick and Andrew as in the note by the name of Patrick  
Thompson and Son to pay to them or order the sum of two pounds and twelve  
Shillings lawful money within three months from the date of said note yet if  
said Ephraim tho' often thereto requested hath not performed his i<sup>d</sup> promise  
but deny, to do it to the Damage of the i<sup>d</sup> Pl't. £3. The plaintiffs by John  
Phelps Gent. their attorney appears. The said Ephraim tho' three times publicly  
called to come into Court doth not come but makes default of appearance here.

Thompson  
vs  
Noble  
N<sup>o</sup> 31.

Therefore it is considered by the court that the said Patrick and Andrew  
do recover against the said Ephraim two pounds and twelve Shillings of law-  
ful money Damages and Cost of Court taxed at two pounds, & six pence & thereof  
they may have their reason &c. After all which the i<sup>d</sup> Ephraim by John Worthing-  
ton by his attorney comes here and appeals from the Judgment of this Court  
to the Superior Court of Judicature to be holden at Springfield within and  
for the County of Hampshire afores<sup>d</sup> on the fourth Tuesday of September next  
and he recognizes with Sureties as the Law directs for the said Ephraim's  
prosecuting & appeal with effect as by i<sup>d</sup> Recognizance on file appears.

John Mosely of Westfield in the County of Hampshire Gent. pl't. vs Nehemiah Rumrill late  
of Blanford in the i<sup>d</sup> County now of Springfield in i<sup>d</sup> County Cordwainer Deft. in a plea of the  
Case for that the said Nehemiah at i<sup>d</sup> Westfield on the 25<sup>th</sup> day of Jan. 1764 by his note for  
Value rec<sup>d</sup> promised i<sup>d</sup> John to pay him or order three pounds 15<sup>s</sup> upon demand with  
Interest till paid And also for that the i<sup>d</sup> Nehemiah at said Westfield on the last of May  
last being justly indebted to the said John in the sum of two pounds 14/9 lawful money  
for sundry goods wares and merchandizes therebefore that time sold and delivered him by i<sup>d</sup>  
said John at the i<sup>d</sup> Nehemiah's request in consideration thereof he then and there pro-  
mised the said John to pay him i<sup>d</sup> sum on demand yet tho' often requested hath not  
performed his i<sup>d</sup> promise to the pl't. Damage £7.0. The pl't. appears by John Phelps  
Gent. his attorney. The said Nehemiah being three times publicly called makes  
default of appearance here. Therefore it is considered by the court that the said  
John the pl't. do recover against the said Nehemiah five pounds eleven Shillings &  
one penny lawful money Damages and Cost of Court taxed at one pound 13/4 & thereof  
he is 19<sup>th</sup> Sept. 1766.

Mosely  
vs  
Rumrill  
N<sup>o</sup> 32.

Widdad Fowler of Westfield in the County of Hampshire Trader pl't. vs John Ingersoll of  
thesame town Gent. deft. in a plea of the Case for that the i<sup>d</sup> John at i<sup>d</sup> Westfield on the  
first day of August 1764 by his note of that date for Value there received promised  
the i<sup>d</sup> Widdad to pay to him the sum of one pound four Shillings eight pence on  
demand with Interest till paid And also for that the said John at i<sup>d</sup> Westfield on the  
23 day

Fowler  
vs  
Ingersoll  
N<sup>o</sup> 33.



215  
Fowler  
Ingersoll  
No. 33  
day of September Anno 763 by one other note under his hand for Value there received  
promised the said Biddad to pay to him one pound twelve shillings and ten pence  
meaning the sum of one pound 12/10 lawful money within one month from date  
of said note with the Interest till paid And also for that said John at said Westfield  
on the last day of June last past being justly indebted to the said Biddad in sum  
of two pounds three shillings and six pence lawful money for sundry goods, Wares and  
merchandizes there before that time sold and delivered by the said Biddad to the said  
John at his special Instance and Request according to the account hereto annexed  
and then and there in consideration thereof the said John promised the said Biddad  
to pay to him said sum last mentioned on demand yet the said John tho' often  
there requested hath not performed either of his said promises but he wholly  
denies to do it to the damage of the said Biddad £7. The plt. appears by Simon  
Strong and John Phelps Gentlemen his Attornies - And the said John Ingersoll by  
John Westington by his Attorney comes and defends &c and referring to himself of  
liberty of giving any special in matter in evidence under the General Issue he  
pleads and says that he never promised in manner and form as the plt. in his  
Declaration has alledged - And the said Biddad consenting thereto says that if  
plea above pleaded by the said John is an insufficient answer to his the said  
Biddad's declaration and that he is not holden by the Law of the Land to make  
any answer thereto and because the said John hath not denied the Declaration  
made by the said Biddad or made any answer thereto the said Biddad prays his  
Damages and Cost may be adjudged to him - And the said John says his plea is  
sufficient and prays judgment for his Costs - Thereupon all and singular premises  
being viewed and by the court of said Court the thing now here fully understood for  
that it appears to the said Court now here that the plea aforesaid of said John  
the Deft. by him in manner and form aforesaid pleaded and the matter in it  
same untained is a good and sufficient answer in law to the declaration aforesaid  
of the said Biddad and that he ought not to receive any thing upon his plea aforesaid -

Therefore it is considered that the said Biddad by his plea aforesaid receive  
Nothing but that for his groundless claim he be in money &c It is also considered  
that the said John do recover against the said Biddad Costs for defending the said said  
Biddad &c

The plt. by his said Attorney viz John Phelps  
above named appeals from the Judgment of this Court to the Superior Court  
of Judicature to be holden at Springfield within and for the County of  
Hampshire on the fourth Tuesday of Sept: next and he recognizes with Sureties  
as the Law directs for the said Biddad's prosecuting the appeal with effect as  
by the said Recognizance on file appears -

Ely  
of  
Ely &c  
No. 34.  
Abner Ely of Middletown in the County of Hartford in the Colony of Connecticut  
yeoman plt. vs John Ely yeoman and Justus Ely Gent<sup>l</sup> both of Springfield in the  
County of Hampshire deft<sup>s</sup> in a plea of the Case for that the said John and Justus  
at said Springfield on the 7<sup>th</sup> day of October Anno 763 Rec<sup>d</sup> of the said Abner one  
promissory note in writing made before by one Ebenezer Stoddard to the said Abner by  
which the said Ebenezer promised said Abner to pay him nine pounds 14/1. which note  
the said John and Justus Rec<sup>d</sup> to collect the contents for the said Abner and thereof  
to render him a reasonable account and in consideration thereof then and there  
promised said Abner to render him such reasonable account on demand Also  
for that the said John and Justus on the fifteenth day of May Anno 764  
Rec<sup>d</sup>



Rec<sup>d</sup> of said Abner one promissory note in writing under hand of Caleb Elly of Springfield yeoman deceased dated the 31<sup>st</sup> day of May 1756 by which said Caleb Elly or promised John Elly late of S<sup>d</sup> Springfield dec<sup>d</sup> father of said Abner to pay him for value rec<sup>d</sup> six pounds 4/6 with interest at a day past before they rec<sup>d</sup> of said note which said note said John dec<sup>d</sup> assigned and made over to said Abner and said John and Justin rec<sup>d</sup> the same of S<sup>d</sup> Abner to collect and receive the contents thereof of S<sup>d</sup> Mary or the use of S<sup>d</sup> Abner and thereof to render <sup>him</sup> their reasonable account and then and there promised him to render him such account thereof on demand And also for that the said John and Justin at said Springfield on the last day of May 1765 being justly indebted to the S<sup>d</sup> Abner the sum of nine pounds 10/3<sup>d</sup> lawful money for sundry articles of account according to the account annexed to the Writ and in consideration thereof promised the S<sup>d</sup> Abner to pay him the same sum on demand yet said John and Justin tho' often requested have never perform<sup>d</sup> or fulfilled either of their S<sup>d</sup> promises but unjustly neglect it to the Damage of said Abner £30. The before named parties now come here in their proper persons and refer the Case to the final determination and Award of Major Benjamin Day and Mess<sup>rs</sup> Nathaniel Brewer and Levi Elly all of Springfield, or any two of them (Arbitrators mutually elected & named by said parties) to be made upon the premises and returned into this Court so soon as may be ~ And Afterwards now at this time the S<sup>d</sup> Referees reported the following Award (having heard the S<sup>d</sup> Parties &c) to wit "We find that the said John and Justin are justly indebted to the said Abner the plt. in the sum of nineteen pounds 13/1<sup>d</sup> which sum we award and determine that the said Abner shall have and recover of the said John and Justin Elly in full Satisfaction of all matters and demands submitted to us excepting one note of hand of Caleb Elly mentioned in the Plaintiff's Writ which the S<sup>d</sup> Abner had delivered to the said John and Justin Elly and the said Abner hath in presence of us received back from the said John and Justin Elly neither have we allowed any thing to the said John and Justin Elly for the Article of fifteen pounds 5<sup>s</sup> charged by them against the said Abner in their account against him filed in this Case charged for one quarter part of the Support of their Grandmother Elly being of the Opinion that the said John and Justin's mother wife of Capt<sup>m</sup> White of Bolton only ought to demand the same of the said Abner &c chargeable to the said John and Justin therefore And also we do award and determine said Abner shall recover of S<sup>d</sup> John & Justin Elly costs of Court" Therefore it is considered by the Court that the said Abner do recover against the said John and Justin nineteen pounds thirteen shillings and one penny of lawful money Damages and Costs of Court taxed at Two pounds ten shillings & a penny & thereof &c

Ex<sup>ra</sup> ii. 20<sup>th</sup> Dec. 1766 -

Trustum Davis of South-Brimfield in the County of Hampshire Gent. Plt vs - Samuel Moulton of Monson in the S<sup>d</sup> County yeoman def<sup>t</sup> in a plea of the Case { Davis  
Moulton  
N<sup>o</sup> 35.  
That the S<sup>d</sup> Samuel at said South Brimfield on the 4<sup>th</sup> of March last by his note for Value rec<sup>d</sup> promised the S<sup>d</sup> Trustum to pay him or his order thirteen pounds lawful money on demand with Interest &c but &c as in the Writ. The Plt. appears by Timothy Danielson Gent<sup>l</sup> his Attorney ~ The said Samuel being three times publicly called before into Court makes default of appearance here ~ Therefore it is considered by the Court that the S<sup>d</sup> Trustum do recover against the said Samuel thirteen pounds seven shillings and seven pence of lawful money Damages and Costs of Court taxed at one pound seventeen shillings and six pence and thereof he may have his Execution &c

Ex<sup>ra</sup> ii. 24<sup>th</sup> Sept. 1766 -



216  
Danielson  
vs  
Moulton  
N. 36  
Nathaniel Danielson of Brimfield in the County of Hampshire yeoman  
Plt. vs John Bound Moulton of South Brimfield in the same County yeoman  
Def. in a plea of the Case for that the s. John at s. South Brimfield on the 21<sup>st</sup> Day  
of Oct. 1765 by his note for Value rec<sup>d</sup> promised the said Nathaniel to pay him  
five pounds lawful money within six months with lawful Interest & better as in  
the writ - The Plt. appears by Tim Danielson Gent<sup>l</sup> his Attorney - The s. John  
being three times publicly called makes default of appearance in Court -  
Therefore it is considered by the Court that the s. Nathaniel do recover  
against the said John Bound five pounds five Shillings and one penny two  
farthings of lawful money Damages and Cost of Court taxed at one pound  
Seventeen Shillings and Six pence & thereof he may have his Execution &c. - 24<sup>th</sup> Sept. 1766 -

Miller  
vs  
Day  
37  
David Miller of Springfield in the County of Hampshire yeoman Plt. vs Caleb Day of s.  
said Springfield yeoman Def. in a plea of the Case for that said Caleb at said Springfield  
on the fifth day of May 1766 by his note for Value rec<sup>d</sup> promised the s. David to pay him  
four pounds 13/6 on demand with use &c. Also for that the s. Caleb there on the first day  
of August instant being justly indebted to the said David two Shillings and two pence  
for sundry articles of book amount according to the ac<sup>t</sup> annexed to the Writ in confide-  
ration thereof the s. Caleb promised the s. David then & there to pay him of same on  
demand yet has never performed &c. as in the Writ - The plt. appears by Justin  
Elly Gent<sup>l</sup> his attorney - The s. Caleb being three times publicly called to come into  
Court makes Default of Appearance here - Therefore it is considered by the Court  
that the said David do recover against the said Caleb four pounds seventeen -  
Shillings and four pence two farthings of lawful money Damages and Cost of Court  
taxed at one pound eleven Shillings and Six pence & thereof he may have his Execution &c. - 19<sup>th</sup> Sept. 1766 -

Idem  
vs  
Williston  
N. 38  
David Miller of Springfield in the County of Hampshire yeoman Plt. vs Nathaniel  
Williston of s. Springfield yeoman Def. in a plea of the Case for that the s. Nathaniel  
at said Springfield on the 7<sup>th</sup> day of August 1764 by his note for Value rec<sup>d</sup> promised  
the said David to pay him one pound 6/9 on demand with use &c. Also for that the said  
Nathaniel there on the same day by his other note for Value rec<sup>d</sup> promised the s. David  
to pay him one pound 6/ on demand with use &c. Also for that the s. Nathaniel there on 1<sup>st</sup>  
day of August instant being indebted to the said David the sum of twenty six  
Shillings and 2<sup>d</sup> for divers articles of book ac<sup>t</sup> according to the amount annexed to  
the Writ in consideration thereof then and there promised the plt. to pay him of same  
on demand and also for that the s. Nathaniel being justly indebted to the s. David  
there on the 25<sup>th</sup> day of March 1765, in the sum of 34<sup>s</sup> lawful money having rec<sup>d</sup> the  
Value thereof of said David, drew his certain order or note on one Joseph Curren of  
said Springfield ordering or desiring him to pay the plt. that sum who afterwards  
presented the same to s. Joseph for payment of same who utterly denied to pay  
the same to the plt. of w<sup>ch</sup> he afterwards gave of s. Nathaniel notice wherefore action  
has accrued to the plt. to demand the same of s. Nathaniel &c. as in & Writ - The plt.  
appears by Justin Elly Gent<sup>l</sup> his att<sup>y</sup> - The said Nathaniel being three times  
publicly called to come into Court doth not come but makes Default of  
Appearance here - Therefore it is considered by the Court that the said  
David do recover against the said Nathaniel Five pounds Sixteen Shill-  
and five pence two farthings of lawful money Damages and Cost of  
Court taxed at one pound eleven Shillings and eight pence and thereof  
he may have his Execution &c. - 19<sup>th</sup> Sept. 1766 -



Robert Breck of Northampton in the County of Hampshire Gent. and George Breck of Springfield in the County of Hampshire Gent. vs Nathaniel Williston of the said Springfield yeoman deft. in a plea of the Case for that the said Nathaniel at Springfield on the first day of August instant being justly indebted to the P<sup>ts</sup> in the sum of four pounds 15<sup>s</sup> to balance book accts according to the acit annexed to Writ in Consideration thereof then and there promised them to pay them the same on demand & as in the Writ —

The P<sup>ts</sup> by M<sup>r</sup> Sustin Esq their attorney appear. The S<sup>r</sup> Nathaniel being three times publicly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that the said Robert and George do recover against the S<sup>r</sup> Nathaniel four pounds fifteen shillings and five pence of lawful money Damages and Cost of Court taxed at one pound 16<sup>s</sup> & thereof £1.19<sup>s</sup> 19<sup>d</sup> Sept. 1766 —

Russell Woodbridge of Hartford in the County of Hartford and Colony of Connecticut Gent. vs Jesse Griffith of Ware in the County of Hampshire yeoman deft in a plea of the Case for that y<sup>e</sup> Jesse at a place called Hartford in y<sup>e</sup> Springfield on the 21<sup>st</sup> day of March 1763 by his note for Value rec<sup>d</sup> promised the S<sup>r</sup> Russell to pay him two pounds 11<sup>s</sup> on demand with Interest &c Also for that the said Jesse at Springfield on the first of August instant being justly indebted to the S<sup>r</sup> Russell the sum of 23<sup>s</sup> 10<sup>d</sup> for Wares and merchandise according to y<sup>e</sup> Acit annexed to y<sup>e</sup> Writ in Consideration thereof then and there promised the S<sup>r</sup> Russell to pay him the same on demand & as in the Writ — The P<sup>ts</sup> appear by Sustin Esq Gent. his attorney — The S<sup>r</sup> Jesse being three times publicly called makes default of appearance here — Therefore it is considered by the Court that the said Russell do recover against the said Jesse four pounds five shillings and three pence two farthings of lawful money Damages and Cost of Court taxed at two pounds three shillings & 2<sup>d</sup> & thereof £2.19<sup>s</sup> 19<sup>d</sup> Sept. 1766 —

Daniel Warner of a place called Westmorland in the Province of New Hampshire yeoman P<sup>ts</sup> vs Elijah Alvord of South Hadley in the County of Hampshire yeoman deft. in a plea of the Case for that the S<sup>r</sup> Elijah at said Springfield on the fourth of April 1765 by his note for Value rec<sup>d</sup> promised the S<sup>r</sup> Daniel to pay him three pounds and 2<sup>d</sup> of Massachusetts money on demand but hath not paid y<sup>e</sup> same — The P<sup>ts</sup> appear by Sustin Esq Gent. his attorney — The S<sup>r</sup> Elijah being three times publicly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Daniel do recover against the said Elijah three pounds and two pence of lawful money Damages & Cost of Suit taxed at two pounds 14<sup>s</sup> & thereof £2.14<sup>s</sup> 20<sup>d</sup> Sept. 20<sup>th</sup> 1766 —

Samuel How of a place called Westmorland in the Province of New Hampshire yeoman P<sup>ts</sup> vs Elijah Alvord of South Hadley in the County of Hampshire yeoman deft. in a plea of the Case for that y<sup>e</sup> Elijah at a place called Westmorland in Springfield afores<sup>d</sup> on the 13<sup>th</sup> of March 1764 by his note for Value rec<sup>d</sup> promised the S<sup>r</sup> Samuel to pay him or order seven pounds to be paid in west India goods & the one half in July the other half the first of Nov. then next & the P<sup>ts</sup> says he has been always ready to receive y<sup>e</sup> same Also for that y<sup>e</sup> Elijah then on the last day of June last being indebted to y<sup>e</sup> said Samuel the sum of 12<sup>s</sup> 4<sup>d</sup> to balance acit according to y<sup>e</sup> Acit annexed to y<sup>e</sup> Writ in Consideration thereof promised the P<sup>ts</sup> y<sup>e</sup> same on demand but & as in y<sup>e</sup> Writ — The P<sup>ts</sup> appear by Sustin Esq Gent. his Att<sup>y</sup> — The S<sup>r</sup> Elijah being three times publicly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that the said Samuel do recover ag<sup>t</sup> the S<sup>r</sup> Elijah seven pounds twelve shillings & four pence of lawful money Damages & Cost of Court taxed at two pounds 8<sup>s</sup> 4<sup>d</sup> & thereof £2.8<sup>s</sup> 20<sup>d</sup> Sept. 1766.



217  
White  
vs  
Hubbard  
et al.  
43- Joel White of Bolton in the County of Hartford & Colony of Connecticut Gent.  
vs John Hubbard Senior yeoman Elisha Hubbard yeoman John Hubbard Jr  
yeoman and Timothy Hubbard yeoman all of Amherst in County of Hamp-  
shire defts in a plea of the case for that thes<sup>d</sup> defend<sup>t</sup> at S<sup>d</sup> Amherst on 21<sup>st</sup> day  
of July 1765 by their note for Value rec<sup>d</sup> promised the Plt. to pay him Ten  
pounds 7/6 within six months from that day with interest And also that at  
S<sup>d</sup> Amherst on the sameday abovementioned by their other note for Value rec<sup>d</sup>  
promised the said Joel to pay him Ten pounds within twelve months with Inter-  
est but have not paid of same &c as in the Writ - The Plt. by Justis Ely Gent.  
his Attorney appears The said John Hubbard John Hubbard Jun<sup>r</sup> Elisha  
Hubbard and Timothy Hubbard being three times publicly called do not neither  
of them come here but make default of Appearance &c -

Therefore it is considered by the Court that the said Joel do recover against  
the said John Hubbard John Hubbard Jun<sup>r</sup> Elisha Hubbard and Timothy  
Hubbard Twenty one pound fourteen Shillings and six pence three farthings  
of lawful money Damages and Cost of Suit taxed at two pounds seven  
Shillings and eight pence & thereof he may have his Exce<sup>d</sup> La<sup>o</sup> 6<sup>th</sup> May 1767.

Bedortha  
vs  
Dynchon  
N<sup>o</sup> 44 Joseph Bedortha Jun<sup>r</sup> of Springfield in the County of Hampshire yeoman p<sup>t</sup>.  
vs George Dynchon of the same town Gent<sup>l</sup> deft. in a plea of the case for that the said  
George at said Springfield on the first day of this instant August being justly in-  
debted to the said Joseph the Sum of Six pounds one Shilling and seven pence  
for divers articles of book amount there before that time sold and delivered to  
George at his special instance and request according to the amount annexed to  
Plt<sup>s</sup> Writ in consideration thereof said George then and there assumed on himself  
and to the Plaintiff promised that he would content and pay him S<sup>d</sup> Sum on  
demand Also for that the said George at said Springfield on the same first  
day of August being justly indebted to the said Joseph thirty six Shillings lawful  
money for twelve days labour in driving of Cattle there before that time done and  
performed for the said George at his special instance and request in considera-  
tion thereof said George then and there promised said Joseph to pay him of same  
Sum on demand Also for that whereas at Springfield aforesaid of some day &  
year in consideration that the said Joseph at the special instance & request of  
George had ~~done~~ before that time done and performed other twelve days labour  
for the said George at Driving Cattle in consideration thereof said George then and  
there promised said Joseph that he would pay him so much money for said  
Service as he the said Joseph reasonably deserved to have of said George for S<sup>d</sup> twelve  
days work so done and performed whenever after he should be thereto required and  
the said Joseph in fact says that he reasonably deserved to have of the S<sup>d</sup> George other  
thirty six Shillings for the said twelve days labour so done and performed by the said  
Joseph as aforesaid of which the said George at the same time and place had notice  
from the S<sup>d</sup> Joseph - Also for that the said George at said Springfield on the same  
first day of August was indebted to the said Joseph the Sum of three pounds 18/-  
for the like sum of money laid out and expended by the said Joseph before that  
time at the special instance and Request of the said George for and to the use of  
said George and being so indebted the said George afterwards viz at of same time  
and place in consideration thereof undertook and promised the said Joseph that he  
would pay him the same Sum of three pounds 18/- whenever after he should be thereto  
required



Required also for that said George at the time and place last mentioned was indebted to the said Joseph in the further sum of three pounds 18/- for the like sum there before that time by the said Joseph lent and accommodated to the said George at his special Instance and Request and being so indebted the said George then & there promised the said Joseph to pay him the same sum whenever after he should be there to required yet the said George tho' often thereto requested hath not fulfilled either of his said promises but hitherto hath and still doth neglect and deny to do it to the Damage of said Joseph £12 — The before named Parties now come here in their proper persons and refer this Case to the final determination and award of Messieurs Abner Smith Jonathan White and Moses Church all of Springfield or any two of them (Arbitrators mutually chose by the said Parties) to be made upon the premises and returned into this Court so soon as may be and the Action is continued & the Parties have a day or untill next Term —

Lucius Doolittle of Northfield in the County of Hampshire yeoman plt. vs Simeon How <sup>Doolittle</sup> <sup>How</sup> <sup>N<sup>o</sup> 45.</sup>  
late of Walpole in the Province of New Hampshire yeoman def. in a plea of the Case for that said Simeon at Northfield aforesaid on the last day of June last was justly indebted to the said Lucius in the sum of two pounds 18/2½ to balance book accounts according to account annexed to of P<sup>l</sup>t. Writs and then and there in Consideration thereof promised him to pay him of same on demand and so forth as in & Writ — The P<sup>l</sup>t. by Daniel Jones by his Att<sup>r</sup> appears — The said Simeon being three times publicly called to come into Court makes Default of appearance here — Therefore it is considered by the Court that the said Lucius do recover against the said Simeon Two pounds eighteen shillings & five pence two farthings of lawful money Damages and Cost of Court taxed at two pounds eleven shillings and six pence & thereof &c Exon is. 17<sup>th</sup> Sept. 1766 —

David Field of Deerfield in the County of Hampshire Gent<sup>l</sup> plt. vs Moses Dickinson <sup>Field</sup> <sup>Dickinson</sup> <sup>N<sup>o</sup> 46.</sup>  
of Northfield in the County of Hampshire and Province of the Massachusetts Bay yeoman def. in a plea of the Case for that said Moses at Deerfield aforesaid on the 17<sup>th</sup> day of May 1764 by his note for Value rec<sup>d</sup> promised said David to pay him or order two pounds 19/3 on demand with interest &c as in & Writ — The P<sup>l</sup>t. by Daniel Jones by his Attorney appears — The said Moses being three times publicly called to come into Court makes Default of appearance — Therefore it is considered by the Court that the said David do recover against the said Moses Three pounds Seven shillings and six pence of lawful money Damages and Cost of Court taxed at Two pounds Six shillings and five pence and thereof &c Exon is. 20<sup>th</sup> Sept. 1766 —

Aaron Woodward of Coventry in the County of Windham and Colony of Connecticut <sup>Woodward</sup> <sup>Powers</sup> <sup>N<sup>o</sup> 47.</sup>  
Husbandman P<sup>l</sup>t. vs Josiah Powers late of Littleton in & County of Middlesex Gent<sup>l</sup> Def. in a plea of the Case for that said Josiah at Springfield aforesaid on the third day of December AD 1765 by his note of that Date for Value received promised said Aaron to pay him eleven pound 17/6 proclamation money (meaning proclamation money of & Colony of Connecticut) equal to £11. 17. 6 lawful money in six months from that time & Interest thereafter &c as in & Writ — The P<sup>l</sup>t. by Daniel Jones by his Att<sup>r</sup> appears — The said Josiah being three times publicly called to come into Court makes Default of appearance here — Therefore it is considered by the Court that the said Aaron do recover against the said Josiah Twelve pounds one shilling and two farthings of lawful money and Costs of this Suit taxed at two pounds fourteen shillings and eight pence & thereof he may have his Exon &c Exon is. 22<sup>nd</sup> Sept. 1766.



218  
Fowler  
Smith  
N. 48  
Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Samuel Smith  
of Westfield afores. Physician Deft in a plea of the Case for that the said Samuel at  
said Westfield on the 14<sup>th</sup> day of August 1765 by his note for Value rec<sup>d</sup> promised &  
said Biddad to pay him nineteen pounds 12/2<sup>d</sup> with lawful Interest till paid & as  
in the writ - The plt. appears by John Phelps Gent. his attorney - The S. Samuel  
being three times publicly called makes default of appearance in Court.

Therefore it is considered by the Court that the S. Biddad do recover against the  
said Samuel twenty three pounds one Shilling and one penny of lawful money  
Damages and Cost of Court taxed at one pound 12/6 & thereof be Reason is. 19<sup>th</sup> Sept. 1766.

St. William  
Pepperrell  
Dwight  
N. 49  
Benjamin Greenleaf of Newbury-port in the County of Essex Esq and the Lady Mary  
Pepperrell of Kittery in the County of York widows Executors of the last Will & Testament  
of William Pepperrell lately of Kittery aforesaid baronet deceased Plt. vs Seth Dwight  
of Hatfield in the County of Hampshire Gent. Deft. in a plea that he render to the  
said Benjamin and Mary six hundred pounds of lawful money of Great Britain  
which he unjustly detains from them for that Whereas the said Seth on the tenth  
day of August 1753 at Springfield afores. by his bond in Court to be produced bound  
himself to the said William in the afores. sum to be paid to him whenever he sh<sup>d</sup>  
be thereto required but Never paid it to him or the said Executors & as in & Writ -  
The plt. appear by Joseph Hawley by their attorney - And the said Seth comes  
into Court and confesses the forfeiture of the bond declared on above praying an  
equitable Chancery of the same by this Court - Therefore it is considered by  
the Court that the said Benjamin and Mary in their Capacity aforesaid do  
recover against the said Seth five hundred and thirty five pounds three shillings  
and three pence of the lawful money of this Province (being the Chancery of the  
bond declared on) Debt and Cost of Suit taxed at three pounds 0/ & thereof be Reason is. 24<sup>th</sup> April 1767.

Lyman  
vs  
Alvord  
et al  
50  
Elijah Lyman of Northampton in the County of Hampshire yeoman plt. vs  
Elijah Alvord lately of South Hadley in the County of Hampshire yeoman &  
Eliazar Day of Springfield in the same County yeoman Defendants in a  
plea wherein the said Lyman complains of them the said Alvord and Day for  
this that they together with many other evil disposed persons to the S. Lyman un-  
known on the twenty fifth day of October last with force and Arms to wit with  
Clubs and Staves did at Northampton aforesaid make an assault on <sup>him</sup> the said  
Lyman and did then at the said Northampton and at Hadley in the S. county  
beat wound and abuse and did then at the said Northampton <sup>him</sup> the said  
Lyman take and imprison and him in prison there and at Hadley aforesaid for  
a long time to wit for the space of twelve hours from thence next ensuing without  
any reasonable or lawful cause and against the <sup>Law govt</sup> Custom of the Province of the  
Massachusetts bay in New England and until the said Lyman gave and  
delivered to them a certain Deed under the hand and Seal of Benning  
Wentworth Esq Surveyor General of the King's woods in North America bearing  
date the seventh day of March in the fifth year of his Majesty's Reign whereby  
the said Benning appointed him the said Lyman to be his Assistant in  
his said Office for a time then unexpired which said Deed was of property  
of him the said Lyman and of the Value of twenty pounds to obtain his liberty  
did detain and other Outrages on him at Northampton and Hadley afores.  
committed against the King's Peace and to of Damage of the S. Lyman £50  
The S.



The said Elijah Lyman by Joseph Hawley by his Attorney appears - And the s<sup>d</sup> Lyman  
Elijah Alvord and Eleazar Day by John Worthington by and Simon Strong Gent<sup>l</sup> -  
their Attornies come and defend & and say the Plaintiff's Writ is bad and ought  
to be abated for Variance because it is therein declared against the said Defendants  
that they with many other persons committed the Trespas therein set forth all  
which said Def<sup>t</sup> are ready to verify wherefore they pray Judgment of s<sup>d</sup> Writ if  
it may be abated and they allowed their Costs - Thereupon the premises being  
viewed by the Court of the Lord the King now here it appears to the s<sup>d</sup> Court that if  
s<sup>d</sup> Writ is good and well brought and if same doth not abate - Saving which  
plea of Abatement the said Elijah Alvord and Eleazar Day say they are not  
guilty in manner and form as the Plt. in his Declaration has alledg<sup>d</sup> agt<sup>d</sup>  
them and thereof put themselves on the Country - And y<sup>d</sup> s<sup>d</sup> Plaintiff  
likewise - Thereupon the Jurors of the Jury, according to the form and effect of the  
Statutes in this case provided, now returned and impanelled being demanded  
likewise come here, who to say the truth concerning the Premises being duly  
sworn, by their foreman Mr. Aaron Stebbins, declare upon their Oath they find for  
the said Elijah the Plt. ten pounds Damages and Cost of Court -

Therefore it is considered by the Court that the said Elijah Lyman do  
recover against the said Eleazar Day and Elijah Alvord ten pounds of lawful  
money Damages and Cost of Court taxed at six pounds eight Shill<sup>l</sup> & 4<sup>d</sup> thereof  
Ex<sup>is</sup> ii. 13<sup>th</sup> Sept. 1766 -

Prudence Stoddard of Northampton in the County of Hampshire Gentlewoman }  
Plt. vs Joel Ely of Springfield in y<sup>d</sup> said County yeoman Def<sup>t</sup> in a plea of the Case for }  
his to Wit that whereas the said Joel after the first day of May A<sup>d</sup> 1705 to wit the }  
third day of May A<sup>d</sup> 1763 at Springfield aforesaid made his certain promissory note }  
in writing with his proper hand subscribed dated the same day and year and by the }  
same note promised to pay to one Benjamin Willard of Brookfield or order twenty }  
one pounds of lawful money on demand with use meaning the lawful Interest }  
of the s<sup>d</sup> Sum for Value rec<sup>d</sup> & no part of y<sup>d</sup> Contents of y<sup>d</sup> note being paid the said }  
Benjamin afterwards ordered the same to be paid to y<sup>d</sup> Plt or as in the Writ }  
The Plt. appears by Joseph Hawley by her attorney - The s<sup>d</sup> Joel being three }  
times publicly called to come into Court makes default of appearance here - }  
Ex<sup>is</sup> 51.

Therefore it is considered by the Court that the said Prudence do recover  
against the said Joel Twenty five pounds one shilling and Seven pence one  
farthing of lawful money Damages and Cost of Court taxed at One pound  
ten Shillings and two pence & thereof she may have her Ex<sup>is</sup> &c

Joshua Winslow of Boston in the County of Suffolk by Joseph Hawley by his Attorney appears - The s<sup>d</sup> Joshua being three }  
times publicly called to come into Court makes default of appearance here - }  
Ex<sup>is</sup> 52.

Therefore it is considered by the Court that the said Joshua do recover  
against the s<sup>d</sup> Alexander and John Six pounds one shilling and two pence of lawful  
money Damages and Cost of Suit taxed at three pounds three shillings and eight  
pence & thereof he may have his Ex<sup>is</sup> &c  
Ex<sup>is</sup> ii. Dec. 16<sup>th</sup> 1766



219  
Lymman } Elijah Lymman of Northampton in the County of Hampshire yeoman plt. v.  
Goodman } North Goodman of South Hadley in y<sup>e</sup> same County yeoman deft. in a plea of  
N<sup>o</sup>. 53 } the Case for that the s<sup>d</sup>. North at South Hadley aforesaid on the eighth of Feby 1765 by  
his note for Value rec<sup>d</sup> promised the s<sup>d</sup>. Elijah to pay him three pounds 7/8 on or  
before the first day of Sept: then next with the lawful Interest but hath not paid  
the same & as in & Writ - The plt. appears by Joseph Hawley by his Att.

The said North being three times publicly called makes default of ap-  
pearance in Court - Therefore it is considered by the Court that the s<sup>d</sup>.  
Elijah do recover against the said North four pounds four shillings and  
two pence two farthings of lawful money Damages and Cost of Court taxed  
at One pound twelve Shillings & thereof &c. Term is. 13<sup>th</sup> Sept. 1766.

Newell } Ephraim Newell of Pittsfield in the County of Berkshire yeoman plt. v. Sam-  
Worthington } Worthington of Belcherstown in the County of Hampshire yeoman deft in a  
54 } plea of the case for that the said Samuel at said Springfield on the 11<sup>th</sup> day  
of March 1765 by his note for Value received promised the plt. to pay him three  
pounds 4/8 on Demand with interest & as in & Writ - The plt. by Simon  
Strong Gent<sup>r</sup> his attorney appears - The said Samuel being three times -  
publicly called makes default of appearance in Court - Therefore it is considered  
by the Court that the said Ephraim do recover against the said Samuel  
three pounds eight shillings and three pence half penny of lawful money  
Damages and Cost of Court taxed at two pounds eight Shillings & thereof &c.  
Term is. 11<sup>th</sup> Oct. 1766.

Powers } Walter Powers of Greenwich in the County of Hampshire yeoman plt. v. Will<sup>m</sup>  
William } William of Pittsfield in the County of Berkshire by. Deft. in a plea of y<sup>e</sup> Case  
N<sup>o</sup>. 55. } for that the s<sup>d</sup>. William at said Greenwich on the 24<sup>th</sup> of Sept. 1765. by his note for  
Value rec<sup>d</sup>. promised one Abel Powers to pay him or his order four pounds 2/3 in  
three months with lawful Interest till paid who afterwards ordered the contents of  
y<sup>e</sup> said note (being then wholly due) to be paid to y<sup>e</sup> plt. & as in & Writ - The plt.  
appears by Simon Strong Gent<sup>r</sup> his Att. - The said William being three  
times publicly called to come into Court makes default of appearance here.  
Therefore it is considered by the Court that the said Walter do recover ag<sup>t</sup>  
the said William four pounds six shillings and nine pence one farthing of lawful  
money Damages and Cost of Court taxed at two pounds 6/8 & thereof &c.  
Term is. Sept. 16<sup>th</sup> 1766.

Hubbard } Joseph Hubbard of Hadley in the County of Hampshire Gent<sup>r</sup> plt. v. Moses Gunn of  
Gunn } Pittsfield in the County of Berkshire yeoman deft in a plea of the Case for  
56 } that said Moses at s<sup>d</sup>. Hadley on the tenth day of March 1752 by his note for Value  
received promised said Joseph to pay him or his order thirteen pounds 6/8 on  
or before the first of April then next with the lawful Interest thereof & as in y<sup>e</sup>.  
Writ - The plt. appears by Simon Strong Gent<sup>r</sup> his Attorney. The s<sup>d</sup>. Moses  
being three times publicly called makes default of Appearance in Court -  
Therefore it is considered by the Court that the said Joseph do recover against  
the s<sup>d</sup>. Moses Twenty four pounds eighteen Shillings and two pence two farthings  
of lawful money Damages and Cost of Court taxed at two pounds 3/8 & thereof &c.  
Term is. 29<sup>th</sup> Dec. 1766.

Stratton } Samuel Stratton of a place called Hinddale in the Province of New-York being a part  
Hunt } of the late town of Hinddale called to be in the Province of New Hampshire yeoman plt.  
57 } v. Samuel Hunt of Worcester in the County of Worcester Gent<sup>r</sup> and Phineas Steward  
of Fitchburgh in same County yeoman in a plea of the Case for that s<sup>d</sup>. Hunt &  
Steward



Steward at said Springfield on the Seventh day of April 1762 by their note for Value rec<sup>d</sup> promised the said Stratton to pay him or his order Twenty four pounds 13/4 by 4<sup>th</sup> of the twentieth day of April then current but have never paid it & as in & Writ. The  
Plt. appears by Simon Strong Gent. his Attorney - Service of the Plt. Writ was made upon Hunt only (as may be seen on file) - Who being three times publicly called to come into Court makes default of Appearance here -

Therefore it is considered by the Court that the said Samuel Stratton do recover against the said Samuel Hunt Seven pounds & six shillings of lawful Money Damages and Cost of Court taxed at two pounds 14/10. & thereof Ex. is. 24<sup>th</sup> Sept. 1766 -

Moses Cook of Amherst in the County of Hampshire yeoman Plt. vs Joel Kellogg of Ashfield in said County yeoman in a plea of the Case for that the said Joel at said Amherst on the first day of Dec. 1765. by his note of that date for Value rec<sup>d</sup> promised the<sup>r</sup> Moses to pay him eight Pounds lawful money on demand with interest &c in the Writ - The Plt. appears by Simon Strong Gent. his Attorney - The said Joel being three times publicly called makes default of Appearance in Court -

Therefore it is considered by the Court that the said Moses do recover against the said Joel eight Pounds Seven shillings and two pence two farthings of lawful money Damages and Cost of Court taxed at two pounds 3/1. & thereof Ex

Thomas Trench of Deerfield in the County of Hampshire yeoman Plt. vs Abner Marble of Deerfield afores. yeoman Def. in a plea of the Case for that s<sup>r</sup> Abner at Deerfield on the tenth of April 1766. by his note for Value rec<sup>d</sup> promised the s<sup>r</sup> Thomas to pay him or his order six pounds 3/4. on demand with interest &c but has not paid - The Plt. appears by Simon Strong Gent. his attorney - The s<sup>r</sup> Abner being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said Thomas do recover against the s<sup>r</sup> Abner four pounds eight shillings and seven pence three farthings of lawful money Damages and Cost of Court taxed at two pounds 5/10. & thereof Ex. is. 20<sup>th</sup> Sept. 1766 -

Charles Phelps of Hadley in the County of Hampshire Esq. Plt. vs Philip Phillips of Ashfield in the County of Hampshire yeoman Def. in a plea of the Case for that the s<sup>r</sup> Philip at Hadley afores. on the 11<sup>th</sup> day of April 1763 by his note for Value rec<sup>d</sup> promised s<sup>r</sup> Charles to pay him twenty pounds lawful money with in eighteen months with the lawful interest but hath not paid the same &c The Plt. appears by Simon Strong Gent. his Attorney. The s<sup>r</sup> Philip being three times publicly called makes default of Appearance in court - Therefore it is considered by the Court that the s<sup>r</sup> Charles do recover against the s<sup>r</sup> Philip seven pounds eleven shillings and eleven pence two farthings of lawful money Damages & Cost of Court taxed at two pounds & three shill 2. & thereof Ex. is. 2<sup>nd</sup> May 1767

Erza Strong of Pittsfield in the County of Berkshire yeoman Plt. vs Biddad Fowler of Westfield in the County of Hampshire yeoman Def. in a plea of the Case for that s<sup>r</sup> Biddad at said Westfield on y<sup>e</sup> last day of June last past was indebted to s<sup>r</sup> Erza in the Sum of seven pounds & 5/4 for so much money by said Biddad of s<sup>r</sup> Erza by use of said Erza be-  
cause that time had &c in consideration thereof said Biddad then and there undertook faithfully promised s<sup>r</sup> Erza to pay him said Sum on demand also for that s<sup>r</sup> Biddad at Westfield on y<sup>e</sup> day last aforesaid owed said Erza three shillings for articles of books account and then and there in consideration thereof promised said Erza to pay him the last said Sum on demand yet said Biddad tho' often requested has never performed his said promise or either of them but neglects it to y<sup>e</sup> damage of the s<sup>r</sup> Erza &c And the said Erza now comes here and prays leave to discontinue his suit aforesaid and it is granted him - The s<sup>r</sup> Biddad doth not appear & move for his Cost -



220  
Johnson  
or  
Cowan  
62  
Thomas Johnson of Pelham in the County of Hampshire yeoman plt. vs Ephraim Cowan late of Pelham afores. yeoman deft. in a plea of the Case for that the s. Ephraim at Pelham afores. on the 26<sup>th</sup> day of November 1764 by his note of that date for Value rec<sup>d</sup>. promised said Thomas to pay him or order fourteen pounds within five months with lawful interest after the end of that term &c but hath not performed &c as in & Writ. The plt. appears by Simeon Strong Gent. his Att<sup>r</sup>. The said Ephraim being three times publicly called makes default of Appearance in Court. Therefore it is considered by the Court that the said Thomas do recover against the s. Ephraim Ten pounds Eleven Shillings of lawful money Damages and Cost of Suit taxed at Two pounds one Shilling and Six pence & thereof &c Ex. i. 20<sup>th</sup> Sept. 1766 -

Halbert  
or  
Lundem  
63  
Thomas Halbert Jun<sup>r</sup> of Pelham in the County of Hampshire yeoman plt. vs Ephraim Cowan late of Pelham afores. yeoman deft. in a plea of Case for that said Ephraim at said Pelham on the last day of February 1766 owed s. Thomas the sum of fifteen pounds 5/5. lawful money of the Province of the Massachusetts Bay in New England for eight months twice and for cash lent according to the account annexed to the Plaintiff's Writ and then and there in consideration thereof promised said Thomas to pay him said sum on demand yet said Ephraim tho' often requested hath never paid the same or any part thereof but deny<sup>s</sup> to do it to the damage of the said Thomas the sum of £18 - The plt. appears by Simeon Strong Gent. his Attorney. And the s. Ephraim comes and prays leave to impart to the next Term of this hon<sup>ble</sup> Court for this viz that not being an Inhabitant of this Province he had not so early notice of this suit as to be able to prepare for his defence at this time &c it is granted him -

Dickinson  
or  
Ball  
N<sup>o</sup> 64.  
Nathan Dickinson of Amherst in the County of Hampshire yeoman plt. vs Isaac Ball of Warwick in the same County yeoman deft. in a plea of the Case for that the said Isaac at said Amherst on the 20<sup>th</sup> day of April AD 1762 by his note for Value rec<sup>d</sup>. promised the said Nathan to pay him Six pounds lawful money on demand with lawful interest &c as in the Writ. The plt. appears by Simeon Strong Gent. his Att<sup>r</sup>. The s. Isaac being three times publicly called makes default of Appearance in Court. Therefore it is considered by the Court that the said Nathan do recover ag<sup>t</sup>. said Isaac Seven pounds Eleven Shillings & Six pence three farthings of lawful money Damages and Cost of Court taxed at two pounds 5/6 & thereof &c Ex. i. 24<sup>th</sup> Sept. 1766 -

Warner  
or  
Lewis  
65.  
Aaron Warner of Amherst in the County of Hampshire yeoman plt. vs Noadiah Lewis of Amherst afores. yeoman deft. in a plea of the Case for that s. Noadiah at s. Amherst on the 18<sup>th</sup> of March 1766 by his note for Value received promised s. Aaron to pay him five pounds 13/6. on demand with interest &c as in & Writ - The plt. appears by Simeon Strong Gent. his Att<sup>r</sup>. The said Noadiah being three times publicly called makes default of Appearance in Court. Therefore it is considered by the Court that the said Aaron do recover against the s. Noadiah Five pounds Sixteen Shillings & Seven pence one farthing of lawful money Damages & Cost of Court taxed at one pound 19/6 & thereof &c Ex. i. 12<sup>th</sup> Sept. 1766.

Dickinson  
or  
Smith  
66  
Benjamin Dickinson the third of Amherst in the County of Hampshire yeoman plt. vs Ephraim Smith of Athol in the County of Worcester Gent<sup>l</sup> deft. in a plea of the Case for that said Ephraim at s. Amherst on the last day of June AD 1766 owed the s. Benjamin two pounds 14/4. for sundry articles of Debt according to the Account annexed to the plt. Writ & then & there in consideration thereof promised



said Ebenezer to pay him the same on demand but hath not paid the same  
- The plt. appears by Simeon Strong Gent. his Att. The s<sup>d</sup> Ephraim being  
three times publicly called makes default of appearance in Court  
Therefore it is considered by the Court that the said Ebenezer do recover ag<sup>t</sup>  
the said Ephraim two pounds fourteen shillings and four pence of lawful money  
Damages and Cost of Suit taxed at two pounds 2/1. & thereof Ex<sup>co</sup> is. 24<sup>th</sup> Sept. 1766 -

John Field of Amherst in the County of Hampshire gent<sup>l</sup> plt. vs Richard Dana  
of Cambridge in the County of Middlesex yeoman def<sup>t</sup>. in a plea of the Case for  
that the s<sup>d</sup> Richard at said Amherst on the twentieth day of June AD 1766 by his  
note for Value rec<sup>d</sup> promised the s<sup>d</sup> John to pay him three pounds 7/1 on demand  
with lawful interest &c as in the Writ - The plt. appears by Simeon Strong gent.  
his Attorney - The said Richard being three times publicly called makes default  
of appearance in Court - Therefore it is considered by the Court that the s<sup>d</sup> John  
do recover against the said Richard three pounds seven shillings & eight pence  
one farthing of lawful money Damages and Cost of Court taxed at two pounds  
and eleven shillings and thereof he may have his Ex<sup>co</sup> is. 24<sup>th</sup> Sept. 1766 -

Lewis Terrill of South Hadley in the County of Hampshire yeoman plt. vs Job  
Alvord Gent. and Azariah Alvord yeoman both of Springfield in the s<sup>d</sup> County  
def<sup>t</sup>. in a plea of the Case for that said Job and Azariah at s<sup>d</sup> Springfield on the  
5<sup>th</sup> day of July AD 1765 by their note for Value rec<sup>d</sup> promised s<sup>d</sup> Lewis to pay him  
eleven pounds 11/1 on demand with interest &c as in the Writ. The plt. appears by  
Simeon Strong Gent. his Attorney - The said Job and Azariah being three times  
publicly called make default of appearance in Court - Therefore it is con-  
sidered by the Court that the s<sup>d</sup> Lewis do recover against the said Job & Azariah  
twelve pounds five shillings and one farthing of lawful money Damages and Cost  
of Suit taxed at one pound 15/10. & thereof Ex<sup>co</sup> is. 8<sup>th</sup> Dec. 1766 -

Elisha Ingram of Amherst in the County of Hampshire Trader plt. vs Joseph Skinner  
of Greenwich in the same County yeoman def<sup>t</sup>. in a plea of the Case for that the said  
Joseph at s<sup>d</sup> Amherst on the last day of June last past owed s<sup>d</sup> Elisha the sum of  
three pounds 15/10 1/4 to balance the account annexed to the Writ and then and therein  
in consideration thereof promised said Elisha to pay him the same on demand but  
hath not paid it &c as in the Writ - The plt. appears by Simeon Strong Gent. his  
Att. The s<sup>d</sup> Joseph being three times publicly called makes default of appearance  
in Court - Therefore it is considered by the Court that the said Elisha do recover  
against the said Joseph three pounds fifteen shillings and 10<sup>th</sup> 1/4 of lawful money  
Damages and Cost of Suit taxed at two pounds & 4/1. & thereof Ex<sup>co</sup> is. 20<sup>th</sup> Sept. 1766 -

Joseph Hubbard of Hadley in the County of Hampshire Gent<sup>l</sup> plt. vs Elisha Cook  
of the same Hadley Gent<sup>l</sup> Administrator of all the Goods and Chattels Rights & Credits  
of Moses Cook late of said Hadley Gent<sup>l</sup> dec<sup>d</sup>. intestate def<sup>t</sup>. in a plea of the Case for that  
said Moses at said Hadley on the last day of Oct. AD 1750 being then alive owed the  
said Joseph the sum of eight Pounds ten shillings & eight pence three farthings lawful  
money of the province of the Massachusetts bay in New England for sundry articles  
amount according to the account hereto annexed (writ to & d<sup>t</sup> write) and then  
and there in consideration thereof the said Moses undertook and promised s<sup>d</sup> said  
Joseph to pay him the said sum on demand yet said Moses tho' often requested  
never paid the same or any part thereof in his life time nor hath the said Elisha



221  
Hubbard  
or  
Cook  
72  
Elisha (Administrator as aforesaid) ever paid the same or any part thereof since the death of Moses tho' often thereto requested but wholly neglects and refuses to do it to the damage of the said Joseph &c. The parties now come here in their proper persons and refer this case to the final Determination and award of Joseph Hawley Esq. Eleazar Porter Esq. and William Williams Gent. or any two of them (Arbitrators mutually elected and named by the said Parties) to be made upon the Premises and returned into this Court so soon as may be and the said Parties have a day before the Lord the thing here until the Second Tuesday of November next &c.

Montague  
et al  
vs  
Lyman Esq  
73  
Moses Montague yeoman and Noah Goodman yeoman both of South Hadley in the County of Hampshire Plt<sup>s</sup> vs Gideon Lyman of Northampton in the same County Esq. Def<sup>t</sup>. in a plea that said Gideon tender to said Moses and Noah Sixty pounds lawful money of the province of the Massachusetts Bay in New-England which to them said Gideon owes and from them unjustly detains and whereon the said Moses and Noah say that the said Gideon at Northampton aforesaid on the thirtieth day of July 1766 by his certain writing obligatory of that Date under the hand and Seal of the said Gideon in Court to be produced bound himself by the name of Gideon Lyman of Northampton in County of Hampshire Esq. to the said Moses and Noah by the names of Moses Montague yeoman and Noah Goodman yeoman both of South Hadley in County aforesaid in the said Sum of Sixty pounds to be paid to the said Moses and Noah on demand yet the said Gideon tho' often requested hath never rendered or paid the same or any part thereof but unjustly neglects and refuses to do it to the damage of the said Moses and Noah the sum of £60. The Plt<sup>s</sup> appear by John Worthington Esq. and Simon Strong Gent. their Attornies. And the said Gideon Lyman by Joseph Hawley Esq. his Attorney comes and defends the force and Injury whereon and prays Oyer of the said Writing Obligatory in the said Declaration specified and 'tis read to him in these words viz<sup>t</sup> "Know all men by these Presents that I Gideon Lyman of Northampton in the County of Hampshire Esq. do bind myself heirs executors and administrators to pay to Moses Montague yeoman & Noah Goodman yeoman both of South Hadley in the County aforesaid their heirs executors Administrators or Assigns the Sum of Sixty pounds lawful money in confirmation whereof I set to my hand and Seal this thirtieth day of July AD 1766" He also prays Oyer of the Condition of the said Obligation and 'tis read to him in these words "The Condition of this Obligation is that Whereas a dispute and Controversy has arisen and now subsists between said Gideon of the one part and said Moses and Noah of the other part to wit whether the said Gideon shall pay and satisfy said Moses and Noah the sum of money for which Elijah Alvord of South Hadley obtained a Judgment against P<sup>t</sup> Moses and Noah at y<sup>e</sup> last Superior Court held at Springfield in September last on a Writ of Review or any part of said Sum and whereas the Parties aforesaid for the amicable settlement of said dispute have agreed to submit the same to the award Arbitrament and final determination of David Nash of South Hadley aforesaid yeoman Ephraim Wright of Northampton aforesaid yeoman and Joseph Smith of Belchertown in said County yeoman Arbitrators mutually chosen by said Parties to award and determine in the Premises, If therefore said Gideon shall stand to abide by and perform the award Arbitrament and final decision of said Arbitrators of &c concerning the



the premises and shall also pay to said Moses and Noah such Sum or Sums of Money as by said Arbitrators shall be awarded to be paid them for Costs of Arbitration by him provided their Award be made in writing under the hands of said Arbitrators or any two of them and be delivered or ready to be delivered to said parties in difference on or before the ninth day of August next then this obligation be void otherwise to be in force. Which being read and heard he the said Gideon with that the said Moses and Noah ought not to have and recover of him on their Action against him any more or greater Sum than three pounds eighteen Shillings and five pence and also the lawful Costs of their Suit upon the bond above read and until this Second day of September 1766 because he says that after the making of said writing obligatory or bond aforesaid and within the time in the said Condition limited in that behalf two of the said Arbitrators to wit David Nash and Joseph Smith awarded and ordered that the said Gideon should pay to the said Moses and Noah the sum of three pounds Seventeen Shillings and four pence two farthings for Costs of Arbitration and in full Satisfaction of the said Costs without this if the said Arbitrators named in the said Condition or any two of them after the making of the said bond and within the time limited in the said Condition in that behalf ever made any other or further award of or concerning if premises the said <sup>condition</sup> specified to be performed by him the said Gideon and he saith that the abovesaid Sum of three pounds eighteen Shillings and five pence is the full amount of the said Sum of three pounds Seventeen Shillings and four pence two farthings and the lawful Interest thereof from the eighth day of July last being the day when the said Nash and Smith made the award abovesaid, to this Second day of September abovesaid. Which Sum of three pounds eighteen Shillings & five pence the said Gideon is ready to pay to the said Moses and Noah and now on this Second day of September abovesaid brings the same three pounds eighteen Shillings and five pence here into Court ready to be paid to the said Moses and Noah if they will receive it and the said Gideon saith that now on the day abovesaid to wit the Second day of September 1766 he is ready to pay to them the said Moses and Noah all the lawful Costs and Charges which they have incurred in and about their said Suit upon the bond aforesaid and brings here in Court three pounds one Shilling & Seven pence that they may take of the same as much as their said lawful Costs in y<sup>e</sup> half amount unto if they will take and receive of him the amount of y<sup>e</sup> said Costs which Sum of three pounds one Shilling and Seven pence y<sup>e</sup> Gideon supposes and says is a sum sufficient for them the said Moses and Noah to receive and to be satisfied out of all their lawful Costs in and about their said Suit all which y<sup>e</sup> Gideon is ready to verify therefore he prays Judgment if the said Moses and Noah ought any further to have and maintain their said Action on y<sup>e</sup> said bond against the said Gideon. Thereupon at the motion of y<sup>e</sup> said parties the Case is continued and the y<sup>e</sup> parties have a farther day before the Lord the King here until the Second Tuesday of November next ensuing.

Moses Billing German and Samuel Blodget Physician both of Sunderlands County of Hampshire M<sup>r</sup> Ralph Way Jun<sup>r</sup> of Hadley in the said County German in a plea of the Case for that said Ralph at said Hadley on y<sup>e</sup> 22<sup>d</sup> day of August 1765 by his note for Value rec<sup>d</sup> promised the p<sup>l</sup>t to pay them two pounds 3/8 demand with lawful Interest &c as in y<sup>e</sup> Writ. The p<sup>l</sup>t appear by Simon Strong their Attorney. The said Ralph being three times publicly called to come to Court makes default of Appearance here. Therefore

Mountague  
et al vs  
Lynnan  
Aug 73

Billing  
vs  
Way  
N<sup>o</sup> 74



222 Therefore it is considered by the Court that said Mose and Samuel do recover against the said Ralph two pounds six shillings and three pence of lawful money Damages and Cost of Suit taxed at two pounds 2/2. & thereof he may have his Execution is. 11<sup>th</sup> Oct. 1766.

Strong  
vs  
Lewis  
75 Simeon Strong of Amherst in the County of Hampshire Gent. plt. vs Noadiah Lewis of Amherst aforesaid yeoman deft in a plea wherein the said Simeon demands ag<sup>t</sup> the said Noadiah a certain house and Shop with the Appurtenances that is to say the house in said Amherst wherein said Noadiah now dwells called said Noadiah dwelling house and the Sadler's shop standing westward of and near the same house and wherein the said Simeon says that said Noadiah in a time of peace in the time of the <sup>Reign of the</sup> Lord the King that now is to wit on the twenty eighth day of October AD 1765 in the sixth year of the Reign of the s<sup>d</sup> Lord the King being seized of the said house and Shop in his demesne as of fee by his certain deed of bargain and Sale under his hand and Seal of that date duly acknowledged and registered in Court to be produced conveyed the same house and Shop to said Simeon to have and to hold the same to said Simeon his heirs and assigns forever by means whereof the said Simeon says he became seized of s<sup>d</sup> premises demanded premises in his demesne as of fee to wit in two years last past in a time of peace & ought now to be in possession thereof yet said Noadiah hath since entered into s<sup>d</sup> same and thereof dispossessed the said Simeon and unjustly holds him out to his Damages &c. The plt. appears in his proper person. The s<sup>d</sup> Noadiah being three times called to come into Court makes default of Appearance here.

Therefore it is considered by the Court that the said Simeon do recover ag<sup>t</sup> the s<sup>d</sup> Noadiah Seisin and Possession of s<sup>d</sup> House and Shop with Appurtenances and Cost of this Suit taxed at one pound nineteen shillings and two pence of lawful money & thereof he may have his Execution is. 27<sup>th</sup> Sept. 1766.

Cook  
vs  
Nurp  
76 James Cook of New Salem in the County of Hampshire yeoman plt. vs Timothy Nurp of Rutland district in County of Worcester yeoman in a plea of the Case for that said Timothy at said Springfield on the 28<sup>th</sup> day of July 1766 by his note for Value received promised one Kenelon Winslow to pay him or his order thirty four pounds lawful money on demand with lawful interest who afterwards on the ninth of August Current at s<sup>d</sup> Springfield ordered the contents to be paid of plt. &c. as in & Writ is fully set forth. The plt. appears by Simeon Strong Gent. his Attorney. The said Timothy being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said James do recover against the said Timothy thirty four pounds six shillings and one penny of lawful money Damages and Cost of Suit taxed at two pounds eight shillings & thereof he may have his Execution is. 17<sup>th</sup> Sept. 1766.

Clark  
vs  
Danks  
77 Gideon Clark of Northampton in the County of Hampshire Gentleman plt. vs Benoni Danks of Cumberland in the County of Cumberland and in the Province of Nova Scotia Esq. deft. in a plea of the Case for that said Benoni at said Springfield on the Seventh day of November AD 1764 by his note of hand of that Date for Value received promised the said Gideon to pay him or his order twenty five pounds lawful money on demand with interest for the same till paid yet said Benoni tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the Damages of the said Gideon £30. The plt. appears by Daniel Hitchcock Gentleman his Att. The said Benoni not being an Inhabitant of this Province it is ordered by the Court that the Case be continued until the next Term of this Court to be held at Northampton in s<sup>d</sup> County on the Second Tuesday of November next ensuing



Robert Danks late of Southampton in the County of Hampshire yeoman plt. vs Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia Esq. Deft. in a plea of the Case for that said Benoni at said Northampton in the County of Hampshire on the nineteenth day of Oct<sup>r</sup> 1764 by his note of hand of that date for Value received promised the s<sup>d</sup>. Robert to pay him or his order eight Pounds three shillings reckoning a Dollar for every Spanish milled piece of eight at six shillings within four months from the date of said note with interest for the same till paid yet said Benoni tho' often requested hath never paid the same or any part thereof but unjustly neglects it to y<sup>e</sup>. Damage of y<sup>e</sup>. Robert £10. The plt. appears by Daniel Hitchcock Gent. his Att<sup>r</sup>. Forasmuch as it appears to this Court that y<sup>e</sup>. Benoni is not an Inhabitant of this Province and cannot probably have rec<sup>d</sup>. notice of this suit it is ordered that the Action be continued to y<sup>e</sup> next Term of y<sup>e</sup> Court &c

Danks  
vs  
Danks  
Esq. 78

John Miller of Northampton in the County of Hampshire yeoman plt. vs Benoni Danks of Cumberland in the County of Cumberland and Province of Nova Scotia Esq. Deft. in a plea of the Case for that the said Benoni at said Northampton on the nineteenth day of November 1764 by his note of hand of that date for Value received promised the said John to pay him eleven pounds 15/3<sup>d</sup>. lawful money on Demand with Interest for the same till paid yet the said Benoni tho' often requested hath never paid the same or any part thereof but unjustly neglects it to y<sup>e</sup>. Damage of y<sup>e</sup>. John £16. The said John appears by Daniel Hitchcock Gent. his Att<sup>r</sup>. Forasmuch as it appears to the Court of y<sup>e</sup> Lord the King now here that the said Benoni is not an inhabitant of this Province and probably cannot have had notice of this suit therefore it is ordered that the Action be continued to the next Term of the Court to be holden &c

Miller  
vs  
Danks  
79

Samuel Mather of Northampton in the County of Hampshire Esq. plt. vs Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia Esq. Deft. in a plea of the Case for that y<sup>e</sup>. Benoni at said Northampton on the 19<sup>th</sup> day of November 1764 by his note for Value received promised the said Samuel to pay him or his order thirty four pounds 6/10<sup>d</sup>. lawful money on Demand and with lawful interest for the same till paid yet the said Benoni tho' often requested hath never paid the same or any part thereof but unjustly neglects it to y<sup>e</sup>. Damage of y<sup>e</sup>. said Samuel £43. The plt. appears by Daniel Hitchcock Gent. his Att<sup>r</sup>. And forasmuch as it appears to this Court that the said Benoni Danks is not an inhabitant of this Province and probably cannot have rec<sup>d</sup>. notice of this suit it is ordered by the Court that the Action be cont<sup>d</sup>. to y<sup>e</sup> next Term of y<sup>e</sup> Court &c

Mather  
vs  
Danks  
80

Caleb Strong of Northampton in the County of Hampshire Gent. plt. vs Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia Esq. Deft. in a plea of the Case for that said Benoni at said Northampton on the 19<sup>th</sup> day of Nov. 1764 by his note for Value rec<sup>d</sup>. promised the said Caleb to pay him or his order twenty one pounds 12/8 on Demand and with Interest for the same till paid yet y<sup>e</sup>. Benoni tho' often requested hath never paid y<sup>e</sup>. same or any part thereof but unjustly neglects it to the Damage of the s<sup>d</sup>. Caleb £25. The plt. appears by Daniel Hitchcock Gent. his Att<sup>r</sup>. And now forasmuch as it appears to y<sup>e</sup> Court of the Lord the King now here that the said Benoni is not an inhabitant of this Province and probably cannot have had notice of the suit of y<sup>e</sup>. said Caleb, it is ordered that the Action be continued to the next Term of this Court &c

Strong  
vs  
Danks  
81



223  
Clap  
or  
Danks  
reg  
82  
Jonathan Clapp of Northampton in the County of Hampshire yeoman plb. vs Benoni  
Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia by  
Deft. in a plea of the Case for that said Benoni at said Northampton on the twentieth  
day of November AD 1764 being justly indebted to the said Jonathan in the sum of  
Eleven pounds 12s. lawful money for the like sum of money by the said Benoni for the  
said Jonathan and to his the said Jonathan's use before that time had and received  
and being so thereof indebted the same Benoni then and there in Consideration thereof  
undertook and to the said Jonathan faithfully promised that he the said Benoni  
would pay the same to the said Jonathan on demand And also for that Whereas  
the said Jonathan the same day year and place last afores. at the special instance  
and request of the said Benoni had before that time lent and advanced to the said  
Benoni another sum of eleven pounds 12s. like money the same Benoni in Consideration  
thereof then and there undertook and to the said Jonathan faithfully promised  
that he the said Benoni would pay him the same on demand And also  
for that said Benoni at said Northampton on the last day of November 1764  
being justly indebted to the said Jonathan in another sum of one pound 8s. like  
money for sundry articles of book account according to the Account annexed to the  
Plt. Writ in Consideration thereof the said Benoni then and there undertook & to  
the said Jonathan faithfully promised to pay him the same on demand And also for  
that the said Benoni at said Northampton on the same day and year afores. in  
Consideration that the said Jonathan at the special instance and request of the said  
Benoni had sold and delivered to the said Benoni divers goods Wares & Merchandises  
and had also laid out and expended for the said Benoni divers sums of money  
the same Benoni in Consideration thereof then and there undertook & faithfully  
promised the said Jonathan that he the said Benoni would pay to the said Jonathan  
as well as much money as he the said Jonathan for the goods Wares & Merchandises  
last afores. as also for the money laid out and expended reasonably deserved to have  
whenever afterwards he should be thereto required and the said Jonathan says  
for the goods Wares and merchandises and for the money laid out and expended  
last mentioned he reasonably deserved to have of the said Benoni another sum  
of twenty eight Shillings and nine pence yet said Benoni notwithstanding his  
several promises in form afores. made and subtilly intending to defraud the  
said Jonathan in this behalf hath not paid the said Jonathan the several sums  
of money or any part thereof but wholly neglects and refuses to do it to the damage  
of the said Jonathan £14. — The plt. appears by Daniel Hitchcock Gent. his  
Attorney — But for that it appears to the Court of the Lord the King now here if  
the said Benoni is not an inhabitant of this province and probably hath  
not had notice of this suit it is considered that if action be continued to the  
next Term of the said Court to be holden at Northampton

Sacket  
or  
Danks  
83.  
David Sacket of Westfield in the County of Hampshire yeoman plb. vs  
Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova-  
Scotia by deft. in a plea of the Case for that the said Benoni at Springfield  
on the 19th day of Oct. 1765 by his note for Value recd. promised the said David  
to pay him or his order Six pounds 6s. lawful money within four months  
from the date of said note with interest for the same till paid yet said  
Benoni tho' often requested hath never paid the same or any part thereof  
but unjustly neglects it to the damage of the said David the sum of £9.  
The plt. appears by Daniel Hitchcock Gentleman his Attorney And



And inasmuch as it appears to the Court of Y<sup>e</sup> Lord the King now here that the  
id Benoni is not an inhabitant of this Province and hath not probably received  
notice of this Suit it is considered that the Action be continued to Y<sup>e</sup> next Term &c

Thomas Andrews Gent<sup>m</sup> and Hezekiah Leavitt Gent<sup>m</sup> both of Hingham in the County of Suffolk Plt<sup>s</sup> vs Robert Hamilton of Chesterfield in the County of Hampshire Yeoman def<sup>t</sup> in a plea that the said Robert owes to the said Thomas and Hezekiah the sum of thirty pounds which to them he owes and from them unjustly detains and whereon the said Thomas and Hezekiah say that the said Robert, by y<sup>e</sup> name of Robert Hambleton of Hatfield in y<sup>e</sup> County of Hampshire in the Province of the Massachusetts-Bay in New-England, on y<sup>e</sup> fourteenth day of May Annoq. Dom 1760 and in the thirty third year of y<sup>e</sup> reign of King George the Second at said Springfield bound and obliged himself by his word of that date, in court to be produced, to y<sup>e</sup> said Thomas and Hezekiah in y<sup>e</sup> sum of thirty pounds lawful money to be paid them on demand yet said Robert tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Thomas & Hezekiah \$30— The Plt<sup>s</sup> appear by Daniel Hitchcock Gent<sup>m</sup> their Att<sup>y</sup> and the def<sup>t</sup> by Joseph Hawley by his attorney and upon the motion of y<sup>e</sup> parties the case is cont<sup>d</sup> y<sup>e</sup> next Term of this Court & the said parties have ad<sup>o</sup>ix accordingly—

Jonathan Allin of Northampton in the County of Hampshire yeoman plt. vs  
Ezekiah Chapin of Bernardston in the same County yeoman deft in a plea  
the Case for that said Ezekiah at L<sup>d</sup> Springfield on the 21<sup>st</sup> day of April 1764 by  
note for Value rec<sup>d</sup> promised the plt. to pay him or his order Seven pounds 3/3  
lawful money on demand with interest &c as in the Writ - The Dft. appears by  
Daniel Hitchcock Gent. his Att. - The said Ezekiah being three times publicly  
called to ~~come~~ into Court make default of Appearance here - Therefore it is  
considered by the Court that the said Jonathan do recover against the said  
Ezekiah Two Pounds seven shillings and nine pence two farthings of lawful  
money Damages & Cost of Suit taxed at Two pounds 3/5 & thereof ~~paid~~

Simeon Phelps of Belchertown in the County of Hampshire yeoman plt. vs  
 Jonathan Bardwell of the said Belchertown yeoman deft. in a plea of 4<sup>th</sup> Case for  
 that said Jonathan at said Belchertown on the thirtieth day of May last past  
 ing<sup>justly</sup> indebted to y<sup>r</sup>.<sup>s</sup> Simeon in the Sum of three pounds one shilling and two pence  
 half Penny for one hundred and two bushels of Afler before that time there sold  
 and delivered to said Jonathan by the said Simeon at his the said Jonathan's  
 special Instance and Request in Consideration thereof the said Jonathan then &  
 here Undertook and to the said Simeon faithfully promised that he would pay him  
 the same on demand And also for that whereas y<sup>r</sup>.<sup>s</sup> said Simeon at s<sup>d</sup>. Belchertown  
 the same thirtieth day of May last past at the special instance and request  
 of y<sup>r</sup>.<sup>s</sup> said Jonathan had sold and delivered to him the said Jonathan other one  
 hundred bushels of good field afler y<sup>r</sup>.<sup>s</sup> said Jonathan in consideration thereof  
 afterwards viz on the same thirtieth day of May assworn on himself and to y<sup>r</sup>.<sup>s</sup>  
 said Simeon faithfully promised that so much money as he y<sup>r</sup>.<sup>s</sup> said Simeon  
 for the said other one hundred & two bushels of Afler y<sup>r</sup>.<sup>s</sup> reasonably deserved  
 have he y<sup>r</sup>.<sup>s</sup> said Jonathan would well and truly pay and content to the s<sup>d</sup>.  
 Simeon whenever he the said Jonathan should be afterwards thereto required  
 and the s<sup>d</sup>. Simeon says that he reasonably deserved to have of y<sup>r</sup>.<sup>s</sup> Jonathan  
 for y<sup>r</sup>.



24  
Phelps  
ardwell  
86 } for the said one hundred and two bushels of Afler last aforesaid another sum  
of three pounds one shilling and two pence half penny lawful money and thereof  
the said Simeon there afterwards on the same day gave notice to J<sup>r</sup>. Jonathan  
yet S<sup>r</sup>. Jonathan tho' often requested hath never paid either of the sums  
aforesaid or any part thereof or any way contented the said Simeon for the  
same but unjustly neglects and refuses to do it to the Damage of the said  
Simeon &c. — The Plt. appears by John Worthington by Daniel Hitchcock  
Gent<sup>r</sup> his attorney — And the said Jonathan comes and defends &c. and  
reserving liberty to give any special matter in evidence which would be good  
matter of a special plea to the Plt. Declaration says that he never promised  
in manner and form as in the Writ against him is alleged and thereof  
puts himself on the Country — And the said Simeon, consenting to the refer-  
vation aforesaid, likewise — Thereupon the Jurors, according to the form and  
effect of y<sup>e</sup> Statutes in this Case provided, now returned and impanelled  
being demanded likewise come here, who to say the Truth of &c. concerning  
the Premises being duly sworn, by W<sup>r</sup>. Job Alvord their foreman declare  
upon their oath that they find for the said Jonathan y<sup>e</sup> defendant Costs of  
Court — Therefore it is considered by the Court that y<sup>e</sup> said Jonathan do  
recover against the said Simeon three pounds 15/10<sup>d</sup> of lawful money  
allowed him with his apent for his costs in depending y<sup>e</sup> said Suit of y<sup>e</sup> S<sup>r</sup>.  
Simeon & thereof &c.

Parsons  
Gaylord  
87. } Asahel Parsons of Northampton in y<sup>e</sup> County of Hampshire yeoman plt. vs  
Oliver Gaylord of South Hadley in y<sup>e</sup> County of Hampshire deft. in a plea of y<sup>e</sup> Case  
for that said Oliver at said Northampton on y<sup>e</sup> 26<sup>th</sup> day of Aug<sup>r</sup>. A.D. 1765. by his note  
of that date for Value rec<sup>d</sup>. promised the said Asahel to pay him two pounds lawful  
money on demand with interest &c. And also for that y<sup>e</sup> said Oliver at y<sup>e</sup> Northampton  
on the same 26<sup>th</sup> day of Aug<sup>r</sup>. by his other note for Value rec<sup>d</sup>. promised y<sup>e</sup> said  
Asahel to pay him another sum of two pounds lawful money on demand with  
Interest &c. as in y<sup>e</sup> Writ — The plt. appears by Daniel Hitchcock Gent<sup>r</sup> his  
Att<sup>r</sup>. — The said Oliver being three times publicly called makes Default of appear-  
ance in Court — Therefore it is considered by the Court that the said Asahel  
do recover against the said Oliver four pounds four shillings and ten pence  
one farthing of lawful money Damages and Cost of Court taxed at one pound  
seventeen shillings & 2<sup>d</sup> and thereof &c. Ex. in. 20<sup>th</sup> Sept. 1766 —

Hearick  
Phillips  
88 } Zebulon Hearick late of Springfield in the County of Hampshire now of  
Chesterfield in y<sup>e</sup> County aforesaid yeoman plt. vs James Phillips of the s<sup>e</sup>.  
Springfield yeoman deft. in a plea of the Case for that said James at said  
Springfield on the 30<sup>th</sup> day of October 1765 by his note of hand of that date  
for Value rec<sup>d</sup>. by y<sup>e</sup> name of James Phillips Jun<sup>r</sup>. promised y<sup>e</sup> said Zebulon to  
pay him the Value of nine pounds in good horse flesh, meaning good live  
horses, said horse flesh to be valued or appraised by indifferent men at or  
before the first day of April then next ensuing the date of y<sup>e</sup> note And also  
for that said James at the same Springfield on the same thirtieth day  
of Oct<sup>r</sup>. 1765 by his other note for Value rec<sup>d</sup>. by y<sup>e</sup> name of James Phillips  
Jun<sup>r</sup>. promised y<sup>e</sup> said Zebulon to pay him or his order other four pounds 10<sup>d</sup>.  
in good Wheat at the common market price at or before the first day of Jan<sup>r</sup>.  
then next ensuing the Date of said note with Interest for the same from



from the first day of April then next ensuing the date of a note aforesaid till said  
said yet said James tho' often requested hath never delivered the said horse flesh  
mentioned in said note first declared on nor any way contented or satisfied  
the said Zebulon for the same nor hath the said James ever delivered said  
Wheat or ever satisfied the said Zebulon for the same or any way paid or con-  
tented the said Zebulon for either of the aforesd Articles of Horse flesh and Wheat  
altho' the said Zebulon was always ready to receive them but unjustly neglects  
and refuses to do it to the damage of y<sup>e</sup> said Zebulon as he saith £18

The Parties in this Case viz y<sup>e</sup> said Zebulon by Benjamin Tupper his Attorney  
and the said James in his proper person and refer this Case to the final determin-  
ation and award of Oliver Partridge of Hatfield Josiah Dwight of Springfield  
and Timothy Dwight Just. of Northampton Inquies or any two of them  
(Arbitrators mutually chose by y<sup>e</sup> said Parties) to be made upon y<sup>e</sup> premises  
and returned into this Court so soon as may be and the said Parties have  
a day before the Lord the King here until y<sup>e</sup> second Tuesday of November next ensuing

Joseph Root of Montague in the County of Hampshire Gent. p<sup>l</sup>t. vs Jeremiah  
Phelps late of Walpole in the Province of New Hampshire yeoman de<sup>f</sup>t. in a  
plea of the Case for that said Jeremiah at s<sup>d</sup> Springfield on y<sup>e</sup> 9<sup>th</sup> of April 1766  
by his note for Value received promised the said Joseph to pay him or his order the  
sum of twelve pounds 9/2 on demand with interest &c as in y<sup>e</sup> Writ - The p<sup>l</sup>t.  
by Daniel Hitchcock Gent. his Att<sup>r</sup> appears - The said Jeremiah being three times  
publicly called to come into Court makes default of Appearance here

Therefore it is considered by the Court that the said Joseph do recover against  
the said Jeremiah Twelve pounds fifteen shillings and two farthings of law-  
money Damages and Cost of Court taxed at two pounds 7/6 & thereof to  
be paid in Sept. 9<sup>th</sup> 1766 -

Fellow Billings of Sunderland in the County of Hampshire Gent. p<sup>l</sup>t. vs David  
Harrington of Deerfield in the same County yeoman de<sup>f</sup>t. in a plea of y<sup>e</sup> Case  
for that said David at said Sunderland on the fifth day of August AD 1763 by his  
note for Value rec<sup>d</sup> promised the p<sup>l</sup>t. to pay him one pound 14/2 on demand and  
also for that said David at said Sunderland on the 14<sup>th</sup> day of August AD 1764  
by his other note for Value rec<sup>d</sup> promised the p<sup>l</sup>t. to pay him another sum of five  
pounds 9/7 on demand with interest &c but &c as in y<sup>e</sup> Writ - The p<sup>l</sup>t. appears  
by Daniel Hitchcock Gent. his Attorney - The s<sup>d</sup> David being three times  
publicly called to come into Court makes default of Appearance here

Therefore it is considered by the Court that the said Fellow do recover against  
the said David Seven pounds fifteen shillings and two pence of lawful money  
Damages and Cost of Court taxed at two pounds 5/2 & thereof to  
be paid in 20<sup>th</sup> Sept. 1766 -

Adino Pomeroy of Northampton in y<sup>e</sup> County of Hampshire yeoman p<sup>l</sup>t. vs Joseph  
Morgan of Springfield in y<sup>e</sup> s<sup>d</sup> County yeoman de<sup>f</sup>t. in a plea of the Case for that said  
Joseph at s<sup>d</sup> Springfield on the ninth day of July AD 1765 by his note for Value rec<sup>d</sup>  
promised the p<sup>l</sup>t. to pay him six pounds lawful money in manner following viz  
that he y<sup>e</sup> s<sup>d</sup> Joseph should deliver to y<sup>e</sup> p<sup>l</sup>t. at his dwelling house in North aforesaid  
thirty Gallons of Good West India Rum and forty bushels of Good corn by y<sup>e</sup> first day  
of Sept. then next & if not then paid as aforesd then with lawful Interest for so long  
as in the Writ - The p<sup>l</sup>t. appears by Daniel Hitchcock Gent. his Att<sup>r</sup> - The s<sup>d</sup>  
Joseph being three times publicly called makes default of Appearance in Court

Therefore it is considered by the Court that the said Adino do recover against  
the said Joseph four pounds one shilling and nine pence two farthings of lawful money  
Damages and Cost of Court taxed at one pound 17/6 & thereof to  
be paid in 20<sup>th</sup> Sept. 1766 -



Breck  
 or  
 Pomeroy  
 93-

Robert Breck late of Springfield in the County of Hampshire now of Northampton in the same County Gent. Plt. vs. Ulearar Pomeroy of Northfield in sd. County yeoman and a deputy Sheriff under Oliver Partridge Esq. of Mass. Sheriff of sd. County deft. in a plea of the Case for that said Ulearar at Springfield on 4<sup>th</sup> 11<sup>th</sup> day of August current by his note for Value recd. promised the said Robert to pay him or his order thirty six shillings on demand with Interest - Also for that sd. Ulearar there on the same day by his other note for Value recd. promised the plt. to pay him or his order another sum of thirty six shillings with interest on demand. Also for that sd. Ulearar there at same time by his other note for Value received promised the Plt. to pay him or his order another sum of thirty four shillings on demand with Interest &c. Also for that said Ulearar there at the same time by his other note for Value recd. promised the Plt. to pay him or his order thirty eight shillings on demand with Interest &c. And also for that said Ulearar there at the same time by his other note for Value recd. promised the P. Robert to pay him or his order another sum of thirty four shillings on demand with Interest &c. as in the Writ. The Plt. by Daniel Hitchcock Gent. his Attorney appears. The Ulearar being three times publicly called makes default of Appearance in Court. Therefore it is considered by the Court that the said Robert do recover agt. the said Ulearar eight Pounds, sixteen shillings and seven pence two farthings of lawful money Damages and Cost of Court taxed at two pounds 4/2 & thereof &c.

Ra. in 20<sup>th</sup> Sept. 1766-

Colton } William Colton <sup>second</sup> of Springfield in the County of Hampshire yeoman p<sup>r</sup>st. Solomon  
Gleason } Gleason of Richmond in the County of Berkshire husbandman def<sup>t</sup>. in a plea of the  
95- } Case for that the said Solomon on the 23<sup>d</sup> day of May A<sup>d</sup> 1764 at Springfield afores<sup>d</sup>.  
by his note for Value received promised the said William to pay him as Adm<sup>r</sup>.  
on the Estate of Major Noah Ashley dec<sup>d</sup>. for the use and benefit of y<sup>e</sup> heirs of s<sup>d</sup>. Estate  
thirty four pounds 4/6 lawful money on demand with use &c as in y<sup>e</sup> Writ The



The plt. appears by Jonathan Blip Gent. his Attorney - The said Solomon the  
three times publicly called makes default of appearance in Court -

Therefore it is considered by the Court that the said William do recover against  
the said Solomon Twelve pounds ten shillings and seven pence one farthing of  
lawful money Damages and Cost of Court taxed at one pound eighteen shillings  
and six pence and thereof he may have his Execution. Ex. is. 24<sup>th</sup> Sept. 1766 -

Azariah Cooley of Brimfield in the County of Hampshire yeoman plt. vs Nathaniel Cooley  
Mun late of the field in the County of Berkshire yeoman deft. in a plea of the Case for that  
the said Nathaniel on the 17<sup>th</sup> day of May at Springfield aforesaid by his note for Value  
Received the said Azariah to pay him or his order nine pounds 9/11<sup>1</sup>/<sub>2</sub> lawful money  
on demand with interest &c as in & Writ - The plt. appears by Jonathan Blip Gent.  
his Att. - The said Nathaniel being three times publicly called to come into Court  
makes default of appearance here - Therefore it is considered by the Court that the  
said Azariah do recover against the said Nathaniel Eleven pounds sixteen shillings  
and eight pence two farthings of lawful money Damages and Cost of Court taxed at  
two pounds five shillings and eight pence & thereof &c Ex. is. 20<sup>th</sup> Sept. 1766 -

Benjamin Wait of Springfield in the County of Hampshire yeoman plt. vs Wait  
William Williams of Pittsfield in the County of Berkshire by Deft. in a plea of the  
Case for that the said William on the 28<sup>th</sup> day of July last at Springfield aforesaid being  
indebted to the said Benjamin in & sum of four pounds 10s. for a pair of large grave  
stones to him the said William there before that time at his special instant request  
sold and delivered to yr. William then and there in consideration thereof promised  
the said Benj<sup>a</sup> to pay him & same on demand &c as is further declared at large in  
& Writ - The plt. appears by Jon<sup>a</sup> Blip Gent. his Att. - The said William being  
three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said Benjamin do recover against  
the said William four pounds ten shillings of lawful money Damages and Cost of Suit  
taxed at One pound seventeen shillings and ten pence & thereof &c Ex. is. 24<sup>th</sup> Sept. 1766 -

George Pyncheon of Springfield in the County of Hampshire Gent. plt. vs Bezaleel Smith  
of Springfield aforesaid yeoman deft. in a plea of the Case for that the s<sup>d</sup> Bezaleel on y<sup>e</sup>  
20<sup>th</sup> day of March AD 1764 at Springfield aforesaid by his note for Value rec<sup>d</sup> promised  
the plt. to pay him fourteen pounds 4/5<sup>1</sup>/<sub>2</sub> on demand with lawful interest &c as in &  
Writ - The plt. appears by Jon<sup>a</sup> Blip Gent. his Att. - The s<sup>d</sup> Bezaleel being three times  
publicly called makes default of appearance here - Therefore it is considered by the  
Court that yr. George do recover against yr. Bezaleel sixteen pounds and six shillings of  
lawful money Dam<sup>s</sup> & Cost of Court taxed at One pound ten shillings & thereof &c  
Ex. is. 20<sup>th</sup> Sept. 1766 -

Luke Blip Gent. & Lewis Blip Gent. both of Springfield in the County of Hampshire plt. vs  
Bezaleel Smith of y<sup>e</sup> same Springfield yeoman deft. in a plea of the Case for y<sup>t</sup> of s<sup>d</sup>  
Bezaleel on the 4<sup>th</sup> of Aug<sup>t</sup> 1762 by his note for Value rec<sup>d</sup> at Springfield aforesaid  
promised the plt. five pounds 13s. by the first of December then next with interest &c as  
in the Writ - The plt. appear by Jonathan Blip Gent. their Attorney - The s<sup>d</sup> Bezaleel  
being three times publicly called to come into Court makes default of appearance -  
Therefore it is considered by the Court that the said Luke and Lewis the  
Plaintiffs do recover against the said Bezaleel Seven pounds and six pence  
of lawful money Damages and Cost of Court taxed at One pound ten shillings  
and ten pence and thereof they may have their Execution &c Ex. is. Dec. 6<sup>th</sup> 1766.



226  
Blip's  
Admin.  
vs  
Smith  
N<sup>o</sup> 100  
Luke Blip Gent<sup>l</sup> and Lewis Blip Gent. both of Springfield in the County of Hampshire  
Administrators on the Estate of Luke Blip late of Springfield afores<sup>d</sup>. Gent. Deceased  
intestate Plt. vs Job Smith of the s<sup>d</sup>. Springfield yeoman Deft. in a plea of the Case for  
that said Job at said Springfield on the 20<sup>th</sup> day of Sept. 1761 being indebted to  
the s<sup>d</sup>. Luke in his life time in & sum of Seven pounds 18/6 lawful money for sundry  
goods wares and merchandises to him before that time at his special instance and  
request there sold and delivered in Consideration thereof the s<sup>d</sup>. Job then and there pro-  
mised s<sup>d</sup>. Luke to pay him & same on demand but never paid it to him or s<sup>d</sup>. Plt.  
as appears at large in the Writ. The Plt. appear by Jonathan Blip Gent. their Att.  
The s<sup>d</sup>. Job being three times publicly called to come into Court makes default of Appearance  
Therefore it is considered by the Court that the s<sup>d</sup>. Luke & Lewis in their Capacity  
aforesaid do recover against Job Seven pounds eighteen shillings & six pence of lawful  
money Damages and Cost of Court taxed at one pound 10/6. & thereof to  
Ex. in. 24<sup>th</sup> Sept. 1766.

Synthon  
vs  
Snow  
101-  
George Synthon of Springfield in the County of Hampshire Gent. Plt. vs Jeroniah Snow  
of the s<sup>d</sup>. Springfield yeoman Deft. in a plea of the Case for that said Jeroniah at s<sup>d</sup>.  
Springfield on the first day of May 1765 by his note for Value rec<sup>d</sup>. promised one  
Ebenezer Stebbins to pay him or order four pounds lawful money by the first of  
Oct. then next with lawful Interest Who afterwards ordered s<sup>d</sup>. contents of said  
note to be paid the Plt. or And also for that said Jeroniah on the 12<sup>th</sup> day of  
August 1765 at Springfield aforesaid by his note for Value rec<sup>d</sup>. promised the s<sup>d</sup>.  
George to pay him ten pounds on demand with Interest &c but &c as in s<sup>d</sup>. Writ  
The Plt. by Jonathan Blip Gent. his Att. appears. The said Jeroniah being  
three times publicly called to come into Court makes default of Appearance.  
Therefore it is considered by the Court that the said George do recover against s<sup>d</sup>.  
said Jeroniah fourteen pounds nineteen shillings & three farthings of Law<sup>d</sup>. Money  
Dam<sup>s</sup> & Cost of Court taxed at one pound nine shillings & 10<sup>d</sup>. & thereof to Ex. in. 20<sup>th</sup> Sept. 1766.

Idem  
vs  
Burt  
N<sup>o</sup> 102  
George Synthon of Springfield in the County of Hampshire Gent. Plt. vs John Burt  
of said Springfield Gent. Deft. in a plea of the Case for that the s<sup>d</sup>. John on the  
20<sup>th</sup> day of Nov. 1762 at said Springfield by his note for Value rec<sup>d</sup>. promised  
the s<sup>d</sup>. George to pay him eight pounds 19/6 1/2 on demand with lawful Interest &c as in s<sup>d</sup>.  
Writ. The Plt. appear by Jonathan Blip Gent. his Att. The s<sup>d</sup>. John being three times  
publicly called makes default of Appearance in Court. Therefore it is considered by  
the Court that the said George do recover against the said John five pounds eight  
shillings & seven pence three farthings of lawful money Damages & Cost of Court  
taxed at one pound nine shillings & ten pence & thereof to Ex. in. 20<sup>th</sup> Sept. 1766

Morgan  
vs  
Colton  
103-  
Ebenezer Morgan of Springfield in the County of Hampshire yeoman and the  
second of that name and addition Plt. vs Isaac Colton late of Springfield afores<sup>d</sup>.  
said Gent. Deft. in a plea of the Case for that s<sup>d</sup>. Isaac on the 26<sup>th</sup> of March last  
at Springfield afores<sup>d</sup>. by his note for Value rec<sup>d</sup>. promised the s<sup>d</sup>. Ebenezer to  
pay him seventeen pounds on demand yet &c as in s<sup>d</sup>. Writ. The Plt. by Mr.  
Jonathan Blip his Att. appears. The said Isaac being three times pub-  
licly called to come into Court makes default of Appearance here.  
Therefore it is considered by the Court that the said Ebenezer do recover  
against the said Isaac fourteen pounds seven shillings and seven pence  
of lawful money Damages and Cost of Court taxed at one pound eleven shillings  
and ten pence & thereof he may have his Execution Ex. in. Sept. 24<sup>th</sup> 1766.



Joseph Deafe of Suffield in County of Hampshire yeoman p<sup>l</sup>t. vs Benjamin Jones of Springfield in s<sup>d</sup>. County yeoman def<sup>t</sup>. in a plea of the case for that the said Benjamin Jones at said Springfield on the sixth day of August A<sup>d</sup> 1763 by his note for Value rec<sup>d</sup> promised the p<sup>l</sup>t. to pay him ten pounds on demand with Interest &c as in the Writ. The p<sup>l</sup>t. by John Worthington by his Att<sup>y</sup>. appears. The said Benjamin being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Joseph do recover against the said Benjamin Ten pounds four shillings and seven pence of lawful money Damages and Cost of Suit taxed at one pound twelve shillings & ten pence & thereof &c. Exec<sup>n</sup> is<sup>d</sup>. 24<sup>th</sup> Nov. 1766.

Ebenezer Day of Springfield in the County of Hampshire yeoman p<sup>l</sup>t. vs Elijah Rogers of the said Springfield yeoman def<sup>t</sup>. in a plea of s<sup>d</sup> case for that the said Elijah Rogers the 13<sup>th</sup> day of August A<sup>d</sup> 1765 at Springfield aforesaid by his note for Value rec<sup>d</sup>. promised the p<sup>l</sup>t. to pay him on order fourteen pounds 11<sup>s</sup>. lawful money on demand with Interest &c as in s<sup>d</sup> Writ. The p<sup>l</sup>t. by Jonathan Bliss Gent. his Att<sup>y</sup>. appears. The s<sup>d</sup>. Elijah being three times publicly called to come into Court makes default of Appearance. Therefore it is considered by the Court that the said Ebenezer do recover against the s<sup>d</sup>. Elijah fifteen pounds nine shillings & six pence of lawful money Damages & Cost of Court taxed at One pound eleven shillings & 4<sup>s</sup>. & thereof &c. Exec<sup>n</sup> is<sup>d</sup>. 24<sup>th</sup> Nov. 1766.

Bildad Fowler of Westfield in the County of Hampshire Trades p<sup>l</sup>t. vs Asa Noble of the same Westfield Gent<sup>l</sup>. Def<sup>t</sup>. in a plea of Trespass for that the said Asa on the twenty second day of July last at Westfield aforesaid with force and arms broke and entered the s<sup>d</sup>. Bildad's Close in Westfield aforesaid containing about eighteen acres and bounded southerly and westerly on the little River easterly partly on Land of Crook Holborn partly on Land of John Lee and partly on land of Moses Ashby and northerly on Land of Jonathan Fowler and cut down reaped and carried away one cart load of Rye of the said Bildad's in the same close lately growing of the Value of forty shillings and cut down mowed and carried away one cart load of Oats of the said Bildad in the same close lately growing of the Value of twenty shillings and also pulled up cut down carried away one cart load of Flax of the said Bildad in the same close lately growing of the Value of thirty shillings and also on divers <sup>other</sup> Days and times between the first day of March past and the last day of July last the said Asa at said Westfield with force and arms broke and entered the same Close of said Bildad and with horses and and Oxen plowed tore up and subverted s<sup>d</sup> Soil of the said Bildad in the same Close and broke the Turf thereof and did other wrongs and Injuries to the said Bildad against the King's peace and to the Damage of s<sup>d</sup>. Bildad as he says the Sum of £8. The p<sup>l</sup>t. appears by Jonathan Bliss Gent. his attorney. And the said Asa by John Phelps Gent. his attorney comes into Court and defends &c referring to himself liberty to make any new plea at the Trial of s<sup>d</sup> appeal & after this saith that he never promised the p<sup>l</sup>t. to pay him the note declared on and thereof prays Judgment and Judgment for his Cost. And the said Bildad consenting to the above Reservation says that for any thing by the said Asa in his plea alledged ought not to be precluded from having <sup>or</sup> maintaining his action afores<sup>d</sup>. against the said Asa because he says the plea afores<sup>d</sup>. of the said Asa in manner and form afores<sup>d</sup>. pleaded is an insufficient answer to his writ and declaration and that he is not bound by the Law of the land to make any answer thereto and this he is ready to verify and thereof prays Judgment &c. And the said Asa says his plea is sufficient. Thereupon all &c singular the premises being seen and by the Court of s<sup>d</sup> Lord the King now here fully understood for that it appears to s<sup>d</sup>. Court that the plea aforesaid of the said Asa in manner



297  
Fowler  
v1  
Soble  
v. 106  
manner and form by him above pleaded and the matter in issue contained is  
an insufficient Answer to declaration aforesaid of the said Biddad and ought not to  
preclude the said Biddad from having and maintaining his action aforesaid and  
because the s<sup>d</sup> Afa hath not denied in any manner the aforesaid action and plea of  
the said Biddad - Therefore it is considered that the said Biddad do recover against the  
said Afa eight pounds of lawful money Damages and Cost of Court taxed at one  
pound fourteen shillings and six pence and thereof. The said Afa now here in  
his proper person appeals from the Judgement of this Court to the Superior Court  
of Judicature to be holden at Springfield within and for the County of  
Hampshire on the fourth Tuesday of September next and her recognoises with  
Sureties as the Law directs for prosecuting his appeal with effect as by the s<sup>d</sup>  
Recognoizance on file appears -

Worthington  
v1  
Case  
107  
William Worthington of Springfield in the County of Hampshire Gentleman  
Plt. vs Joseph Pease of Suffield in the same County Trader deft. in a plea of Case  
for that the said Joseph on the sixth day of April 1765 by his note under his  
hand for Value rec<sup>d</sup> at Springfield aforesaid promised the said William to pay  
him thirty four pounds 13/5 lawful money worth of neat Cattle delivered at his  
the said Joseph's dwelling house in Suffield aforesaid at appraisement of  
indifferent men or in boards at Worthington's Saw mill, a place so called  
in Springfield, at the market price on or before the first day of April 1766  
[meaning to pay him the Value of the same Sum in neat Cattle to be delivered  
at the said Joseph's house aforesaid or else the Value of the same Sum in boards  
at the market price to be delivered at the said Saw mill by the the first day  
of April then next ensuing] yet the said Joseph tho' often requested and the s<sup>d</sup>  
said William was always ready at the said Joseph's house to receive s<sup>d</sup> Cattle  
and at the said Saw mill to receive the said boards and there on the said first day  
of April 1766 requested the said Joseph to pay and deliver the same never paid  
or delivered to the said William the Cattle aforesaid or the boards aforesaid, nor has  
he ever paid the said Sum of thirty four pounds 13/5 or any way fulfilled his said  
promise tho' the Term aforesaid is elapsed but neglects it to the damage of said  
William as he says the Sum of £40. The said Parties by their respective  
Attornies were here and humbly move the case may be continued to the next  
Term of this honourable Court & they have a day accordingly &c

Bayard  
v1  
Nugent  
108  
William Bayard merchant and Charles Ward Apthorp merchant both of New-  
York in the County of New York and Province of New York pl<sup>t</sup> vs Robert  
Nugent late of Brimfield in the County of Hampshire Trader deft in a  
plea of the Case for that the said Robert on the first day of May last at Springfield  
aforesaid was indebted to the said William and Charles in s<sup>d</sup> sum of one hundred  
& fifty pounds 15/1/2 lawful money of s<sup>d</sup> Province equal in Value to one hundred  
and thirteen pounds 13/4 lawful money of this Province for sundry goods &c and  
in consideration thereof promised &c as in s<sup>d</sup> Writ on file - The Plaintiffs by J<sup>n</sup><sup>a</sup>  
Bliss Gent. their attorney appear - The said Robert being three times pub-  
licly called to come into Court makes default of appearance here  
Therefore it is considered by the Court that the said William and Charles  
do recover against the said Robert One hundred twenty two pounds three  
Shillings and nine pence of the lawful money of this Province Damages and  
Cost of Court taxed at four pounds three Shillings and 2<sup>d</sup> thereof &c  
20<sup>th</sup> Sept. 1766 -



George Synthon of Springfield in the County of Hampshire Gent. p<sup>l</sup>t. vs Abimaaz Synthon  
Easton of Westfield in the same County Joiner def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>.  
Abimaaz on the 27<sup>th</sup> of June A<sup>d</sup> 1766 by his note for Value rec<sup>d</sup> at Springfield afores<sup>d</sup>.  
promised the P<sup>l</sup>t. to pay him or his order seven pounds 14/2 on demand with interest  
as in the Writ - The P<sup>l</sup>t. appears by Jonathan Blip Gent. his attorney. The s<sup>d</sup>. Abimaaz  
being three times publicly called to come into Court makes default of Appearance -  
Therefore it is considered by the Court that the said George do recover against the s<sup>d</sup>. Abi-  
maaz seven pounds fifteen shillings and nine pence three farthings of lawful money  
Damages and Cost of Court taxed at one pound 11/4 & thereof &c. - It is. 20<sup>th</sup> Sept. 1766. X

William Shearer of Greenwich in the County of Hampshire yeoman p<sup>l</sup>t. vs -  
Abraham Rugg of the same Greenwich Cordwainer def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>.  
Abraham by his note for Value rec<sup>d</sup>. bearing date of 14<sup>th</sup> day of June A<sup>d</sup> 1766 at s<sup>d</sup>. Springfield  
promised the s<sup>d</sup>. William to pay him or order thirteen pounds 11/ on demand with lawful  
Interest &c as in Writ - The P<sup>l</sup>t. by Jonathan Blip Gent. his Att<sup>y</sup>. appears - The s<sup>d</sup>.  
Abraham being three times publicly called makes default of appearance in Court -  
Therefore it is considered by the Court that the said William do recover against the  
Abraham thirteen pounds fifteen shillings & six pence of lawful money damages & Cost of Court  
taxed at two pounds three shillings & four pence & thereof &c. It is. 23<sup>rd</sup> Dec. 1766 -

George Synthon of Springfield in the County of Hampshire Gent. P<sup>l</sup>t. vs Thomas Smith  
of same Springfield living in the parish of Agawam a place so called in s<sup>d</sup>. Spring-  
field yeoman def<sup>t</sup>. in a plea of the Case for that the said Thomas at Springfield afores<sup>d</sup>.  
the 13<sup>th</sup> day of April A<sup>d</sup> 1764 by his note for Value rec<sup>d</sup>. promised the P<sup>l</sup>t. to pay him two  
pounds of lawful money with lawful Interest &c as in Writ - The P<sup>l</sup>t. appears by Jon<sup>e</sup>  
Blip Gent. his Att<sup>y</sup>. The s<sup>d</sup>. Thomas being three times publicly called to come into Court makes  
default of Appearance here - Therefore it is considered by the Court that the s<sup>d</sup>. George do  
recover against the said Thomas two pounds fifteen shillings of lawful money Damages and  
Cost of Suit taxed at one pound eleven shillings & thereof &c. It is. 20<sup>th</sup> Sept. 1766 -

Bildad Fowler of Westfield in the County of Hampshire yeoman p<sup>l</sup>t. vs Jesse Sacket  
of Westfield aforesaid yeoman def<sup>t</sup>. in a plea of Trespass for that the said Jesse on the 14<sup>th</sup>  
day of June last at Westfield afores<sup>d</sup>. with force and Arms broke and entered the Close of him  
the said Bildad in Westfield aforesaid containing about two acres and bounded westerly  
on Land belonging to Abigail Sacket which she holds as her dower in her late husband's  
Joseph Sacket's estate northerly on a Highway easterly on Samuel Sacket's Land and  
southerly on a Highway and then and there with force and Arms cut down carried  
away and consumed the said Bildad's grass in the same Close then growing of Value  
ten pounds and also at divers other days and times between the said fourteenth day of  
June last and the seventeenth day of the same June did there with force and arms tread  
down cut down and destroy other grass of the said Bildad then and there growing of  
the Value of other ten pounds and then and there the said Jesse did to & said Bildad  
other Injuries and enormities contrary to Law against the King's peace and to the  
Damage of the said Bildad as he says the sum of £12 - The P<sup>l</sup>t. appears by Jon<sup>e</sup>  
Blip Gent. his Att<sup>y</sup>. The said Jesse Sacket also by Wm Worthington by his Attorney  
comes into Court and defends and pleads and says that the aforesaid Bildad at the time  
when the Trespass aforesaid in his Declaration mentioned is supposed to have been done  
did nothing in the two acres of Land in the said Declaration mentioned but in common  
with Abigail Sacket of Westfield afores<sup>d</sup>. widow who is now in full life at said Westfield  
and thus he is ready to prove wherefore for that the said Abigail is not named in Writ  
afores<sup>d</sup>.



298  
Bowler  
Sacket  
112  
aforesaid the said Jesse prays Judgment of the said Writ and that same be abated  
and he allowed his Cost, reserving liberty of altering and amending this plea at the  
Trial on the appeal. And the said Biddad consenting and reserving to himself  
the Liberty of waving this demand and pleading any new matter on the trial  
of the appeal says that he for any thing by the said Jesse in his plea aforesaid  
alleged ought not to be precluded from having and maintaining his Action  
against the said Jesse because he says that the same plea and the matters therein  
contained are an insufficient answer to his Writ and that he is not obliged nor  
held by Law to make any answer thereto and this he is ready to Verify and  
hereof prays Judgment &c. And the said Jesse consenting says that his plea  
aforesaid is sufficient and thereof prays Judgment and Judgment for his Cost

Thereupon all and Singular the premises as to the said Writ of the said Biddad  
whereupon the parties have prayed the Judgment of this Court being seen and  
by the Court of the Lord the King now here fully understood for that it appears  
to the said Court that the said Writ is bad and not well brought. Therefore  
it is considered that the said Writ do abate and that the said Jesse do recover  
against the said Biddad his costs and Expenses in defending this Suit &c.

The said Biddad by his attorney before named appeals  
from the Judgment of this Court to the Superiour Court of Judicature to be held  
at Springfield within and for the County of Hampshire on the fourth Tuesday  
of September next and he recognizes with Sureties as the Law directs for the  
Biddad's prosecuting his appeal with effect as by J<sup>r</sup>. Newson file appears.

Also  
or  
Ashley  
by Adm<sup>r</sup>  
113  
John Alsop of the City of New York in the County & Colony of New York merchant  
and Richard Alsop of Middletown in the County of Hartford in the Colony of Conne-  
cticut merchant P<sup>l</sup> vs William Colton of Springfield in the County of Hamp-  
shire Cordwainer and Dorothy his wife Administrators of all ~~the~~ of good  
and Chattels rights and Credits which were of Noah Ashley late of Westfield in the  
said County of Hampshire by deceased not administered by Miriam Ashley wid<sup>e</sup>  
late of said Westfield dec<sup>d</sup> executrix of the last will and Testament of said Noah  
Ashley by Defend<sup>t</sup> in a plea of the Case for that said Noah in his life time to wit  
on the 21<sup>st</sup> day of Sept. 1754 at Westfield afores<sup>d</sup> by his note for Value rec<sup>d</sup> promised P<sup>r</sup>  
John and Richard to pay them at P<sup>r</sup> Middletown viz in P<sup>r</sup> Westfield one hundred  
and sixty five spanish milled Dollars and one third of a Dollar, which of P<sup>l</sup>s say are  
equal to £49.12. lawful money or bills of Credit of old tenor so called of Colony of Rhode  
Island or Province of New Hampshire equivalent thereto within three months  
with lawful Interest &c but never paid it while he lived nor did J<sup>r</sup>. Miriam or  
the P<sup>r</sup> William and Dorothy or either ever pay or come to as in the Writ

The P<sup>l</sup>s appear by Moses Bliss Gent<sup>r</sup> their Attorney. The said William  
and Dorothy being three times publicly called to come into Court make default of  
appearance here. Therefore it is considered by the Court that the said John and  
Richard the P<sup>l</sup>s do recover against the Estate of the said Noah Ashley by in & hands &  
under the Administration of said William and Dorothy the sum of Twenty  
nine pounds thirteen shillings and eleven pence three farthings of lawful money  
Damages and Cost of Court taxed at three pounds sixteen shillings & two  
pence and thereof they may have their Execution &c Ex<sup>ra</sup> is. 21<sup>st</sup> of Oct. 1766.

Leonard  
Leonard  
114  
Ephraim Leonard of Springfield in the County of Hampshire Gent<sup>r</sup> P<sup>l</sup> vs Noah Leonard  
of the said Springfield yeoman def<sup>t</sup> in a plea of the Case for that said Noah at said  
Spring



Springfield on the twenty eighth day of January Anno Domini 1763 by his note for Value received promised the P<sup>t</sup> to pay him eight Pounds 13s on demand with lawful interest &c as in the Writ. The P<sup>t</sup> appears by Moses Blif. Gent<sup>r</sup> his Attorney. The said Noah being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Viphale do recover against the said Noah Seven pounds three shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound twelve shillings and four pence thereof &c Ex<sup>ra</sup> is. 3<sup>d</sup> of Oct. 1766. Leonard  
vs  
Leonard  
112

George Pyncheon of Springfield in the County of Hampshire Gent<sup>r</sup> P<sup>t</sup> vs Ebenezer Hitchcock Jun<sup>r</sup> of Springfield afores<sup>d</sup> yerman def<sup>t</sup> in a plea of the case for that P<sup>r</sup> Ebenezer at said Springfield on the last day of Oct. 22<sup>d</sup> 1763 was justly indebted to P<sup>r</sup> George in & sum of five pounds 10s lawful money for the like sum of money before that time there paid and lent to P<sup>r</sup> Ebenezer by P<sup>r</sup> George at the special instance and request of P<sup>r</sup> Ebenezer and in consideration thereof the said Ebenezer then and there promised P<sup>r</sup> George to pay him the same on demand &c as in Writ. The P<sup>t</sup> appears by Moses Blif. Gent<sup>r</sup> his Attorney. The P<sup>r</sup> Ebenezer being three times publicly called to come into Court makes Default of appearance here. Therefore it is considered by the Court that the said George do recover against the said Ebenezer five pounds ten shillings of lawful money Damages and Cost of Court taxed at one pound 9s & thereof &c Ex<sup>ra</sup> is. Sept. 20<sup>th</sup> 1766. Pyncheon  
vs  
Hitchcock  
Junt. 115

Jedidiah Blif of Springfield in the County of Hampshire Gent<sup>r</sup> P<sup>t</sup> vs Daniel Hamorh of Springfield afores<sup>d</sup> yerman def<sup>t</sup> in a plea of the case for that the said Daniel at P<sup>r</sup> Springfield on the 30<sup>th</sup> day of April 1764 by his note for Value received promised the P<sup>t</sup> to pay him five pounds 2s 6d on demand with interest &c as in Writ. The P<sup>t</sup> appears by Moses Blif Gent<sup>r</sup> his Attorney. The said Daniel being three times publicly called makes default of appearance in Court. Therefore it is considered by the Court that the said Jedidiah do recover against the said Daniel five Pounds seventeen shillings and three pence one farthing of lawful money Damages and Cost of Court taxed at one pound 10s 10d & thereof &c Ex<sup>ra</sup> is. 25<sup>th</sup> Sept. 1766. Blif  
vs  
Hamorh  
116

Josiah Dwight of Springfield in the County of Hampshire by P<sup>t</sup> vs Ebenezer Bust of Springfield afores<sup>d</sup> yerman def<sup>t</sup> in a plea of the Case for that said Ebenezer at said Springfield on the 31<sup>st</sup> day of July 22<sup>d</sup> 1764 by his note of that date for Value received promised the said Josiah to pay him twenty seven pounds 17s 3<sup>4</sup> lawful money on demand with lawful Interest for the same till paid yet said Ebenezer tho' often requested has not paid the said Josiah the same or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Josiah £35. The P<sup>t</sup> appears by Moses Blif Gent<sup>r</sup> his Attorney. The said Ebenezer tho' three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Josiah do recover against the said Ebenezer Thirty one pounds five shillings and nine pence one farthing of lawful money Damages and Cost of Court taxed at one pound ten shillings and ten pence & thereof he may have his Execution &c. After all which the said Ebenezer by Jonathan Blif Gentleman his Attorney comes into Court now here and appeals from the judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire aforesaid on the fourth Tuesday of September next ensuing and he recognises with sureties to the Law Directs for the said Ebenezer's prosecuting his Appeal with Effect by the said Recognizance on file it appears. Dwight  
vs  
Bust  
117



229  
Blip  
vs  
Noble  
118  
Moses Blip of Springfield in the County of Hampshire Gent. Plt. vs Moses Noble of West-  
field in the County of Hampshire yeoman deft in a plea of the Case for that P. Moses Noble at  
said Springfield on the first day of May AD 1764 by his note for Value rec<sup>d</sup> promised of  
plt. to pay him eleven Shillings and eight Pence on demand with interest &c Also for y<sup>t</sup>  
the P. Noble at Springfield on the 7<sup>th</sup> day of April last past by his note for Value rec<sup>d</sup> pro-  
mised the Plt. to pay him thirty eight shillings on demand with interest &c Also for that  
the P. Noble at Springfield on the same day by his other note promised of plt. to pay  
him for Value rec<sup>d</sup> thirty six shillings on demand with interest &c Also for that said  
Moses Noble then and there by his other note for Value rec<sup>d</sup> promised the Plt. to pay him  
one other sum of thirty six shillings on demand with interest &c and also for that y<sup>t</sup>  
Noble then and there by his other note for Value rec<sup>d</sup> promised the Plt. to pay him  
Twenty Seven Shillings on demand with interest &c and also for that the P. Noble  
then and there by his other note for Value rec<sup>d</sup> promised the Plt. to pay him twenty  
five shillings &c on demand with interest &c yet &c as in the Writ - The Plt<sup>f</sup>  
appears in his proper person - The said Moses Noble being three times publicly  
called to come into Court makes default of Appearance here - Therefore it is  
Considered by the Court that the said Moses Blip do recover against the P. Moses  
Noble eight Pounds eighteen Shillings and eight Pence of lawful money damages  
and Cost of Court taxed at one pound 9<sup>s</sup> 10<sup>d</sup> & thereof &c Ex. n. Sept. 24<sup>th</sup> 1766.

Brooks  
vs  
Gaylord  
119  
Zerah Brooks of Infield in the County of Hampshire yeoman plt. vs Oliver Gaylord  
of South Hadley in the same County yeoman deft in a plea of the Case for that P.  
Oliver at said Springfield on the 31<sup>st</sup> day of Dec. 1762 by his note for Value rec<sup>d</sup> pro-  
mised the P. Zerah to pay him three pounds lawful money worth of boards of one  
half part thereof white pine the other half part thereof yellow pine to be delivered  
at his the said Zerah's dwelling house in said Infield on or before the fifteenth day  
of May then next and tho' the Plt. has been always ready there to receive y<sup>e</sup> said  
boards the P. Oliver hath not delivered them &c as in the Writ - The Plt appears  
by Moses Blip Gent. his Attorney - The said Oliver being three times publicly  
called makes default of Appearance here - Therefore it is Considered by the  
Court that the said Zerah do recover against the said Oliver three pounds  
of lawful money Damages & Cost of Court taxed at one pound 15<sup>s</sup> & thereof &c  
Ex. n. Dec. 18<sup>th</sup> 1766.

Blip  
vs  
Burt  
120  
Moses Blip of Springfield in y<sup>e</sup> County of Hampshire Gent. Plt. vs Ebenezer Burt  
of Springfield afores. yeoman deft. in a plea of Troppas in the Case whereon y<sup>e</sup>  
said Moses complains and says that whereas on the 13<sup>th</sup> day of August last past  
as well y<sup>e</sup> said Ebenezer Burt as one Joel Ely were persons trading in the Way of mer-  
chandize and using and negotiating Commerce within this province to wit at Spring-  
field afores. and the said Joel & same day and year at Springfield afores.  
made and drew his certain bill of Exchange of that date according to the Custom of  
Merchants directed to the said Ebenezer thereby requiring him to pay the said  
Moses or his order eighteen pounds lawful money whenever he the said Ebenezer  
should be thereto required for Value thereof by him y<sup>e</sup> Joel of the P. Moses rec<sup>d</sup>.  
& the P. Ebenezer there afterwards on the 25<sup>th</sup> day of April last had notice of y<sup>e</sup>  
bill and according to y<sup>e</sup> Custom of merchants then and there accepted y<sup>e</sup> same &  
by reason thereof became liable to pay the said Sum of £18 & there after ward  
on y<sup>e</sup> day last mentioned promised y<sup>e</sup> P. Moses that y<sup>e</sup> y<sup>e</sup> Ebenezer would pay  
the same whenever required &c also. Whereas the said Ebenezer at Springfield  
on the same twenty fifth day of April last past was indebted to y<sup>e</sup> P. Moses  
in one



in one other Sum of eighteen pounds lawful money for money before that time there  
had and Received by the said Ebenezer by & of the said Moses and in consideration  
thereof he the said Ebenezer then and there promised him the said Moses to pay  
him the same on demand yet said Ebenezer tho he was thereto requested on the  
same twenty fifth day of April aforesaid at said Springfield hath never paid  
him the said Moses either of the said sum or any penny thereof but he hitherto  
hath and still neglects and refuses to pay him the same to the Damage of the s.  
Moses as he says the sum of £40- (The same being more fully declared in & of the  
Writ) The plt. appears in his proper person - The said Ebenezer being three times  
publicly called to come into Court doth not come but makes default of appear-  
ance here - Therefore it is considered by the Court that the said Moses do re-  
cover against the said Ebenezer eighteen pounds of lawful money damages  
and Cost of Court taxed at One pound ten shillings and ten pence and thereof he  
may have his Execution Afterwards now at this same Term comes here the  
said Ebenezer But by Jonathan Bliss Gent. his attorney and appeals from  
the Judgment of this Court to the superior Court of Judicature to be holden  
at Springfield within and for the County of Hampshire on the fourth Tuesday  
of September next and hereynizes with Sureties as the law directs for the  
said Ebenezer's prosecuting the Appeal with effect as by the said Return  
on file it appears -

Silvanus Perry of Westfield in the County of Hampshire yeoman plt. vs Biddad Fowler of  
the same Westfield yeoman deft in a plea of Covenant broken for that said Biddad at  
Westfield on the nineteenth day of April Anno Domini 1761 by his deed poll under his hand  
and Seal well executed whose date is of day and year last aforesaid duly acknowledged  
and Registered according to the Statute in such Cases provided for and in consideration of  
fifty five Pounds current money of the Province of the Massachusetts Bay to him paid  
by the said Silvanus gave granted bargained sold and conveyed unto him the said  
Silvanus by the name of Silvanus Perry of Pittsfield in the County of Pittsfield & Province  
aforesaid his heirs and assigns forever among other things a certain tract or parcel of  
Land lying and being in said Westfield at a place there called Whipponung containing  
forty two Acres bounded as followeth Beginning the easterly Corner thereof at the mouth  
of a Brook there where it runneth into the River called Westfield River and thence  
extending and running up and bounding by the said River one hundred and twenty rods  
and is in Width at each end forty rods and runneth bounding round at the foot of a moun-  
tain there so far as to make up of Quantity of forty two Acres of Land to have & to  
hold the same with the Appurtenances thereof to him & said Silvanus in fee simple  
and by his deed aforesaid he the said Biddad did covenant and grant to and with the said  
Silvanus that he the said Biddad was before the enfeoffing thereof the sole and lawful owner  
and Possessor of the said Tract or parcel of Land before described and had in himself good  
Right full Power and lawful Authority to give grant bargain sell and convey the same as  
aforesaid and that free and clear and freely and clearly executed acquitted and discharg-  
ed of and from all other and former Gifts Grants Bargains Sales Joyntures Dowries Thereto Inc-  
entures and Incumbrances whatsoever and furthermore he the s.<sup>d</sup> Biddad did then & there  
by his said Deed covenant promise and engage the same Tract or parcel of Land with the  
Appurtenances to him the said Silvanus his heirs and assigns forever to warrant secure  
and defend against the lawful Claims or demands of any person or persons whatsoever as  
by the said Biddad's said Deed in Court to be produced fully appears And the s.<sup>d</sup> Silvanus  
says that the said Biddad at the time of making and executing his said Deed was not Right



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Perry  
121-

I the said lawful owner and proprietor of said Land aforesaid neither had he the said  
Biddad any right power or authority to give grant bargain sell or convey the same as  
aforesaid and that the same was not free and clear and freely and clearly executed ac-  
quitted and discharged of and from all Dowries Thinds and all Incumbrances Whatso-  
ever but one Jane Taggart of Blanford in the said County of Hampshire widow and  
Relict of ~~Samuel~~ Samuel Taggart late of said Blanford dec<sup>d</sup> at the time of executing said  
Deed had good right to her Dower or third part in and of said parcel of Land above described  
for the time of her life and hath since that time impleaded him the said Silvanus  
Perry before the Justices of the said Inferiour Court for the Recovery of her Dower thereof  
and by the Consideration of the said Justices of the said Inferiour Court holden at  
Springfield in and for said County on the last Tuesday of August last past she the s<sup>d</sup>  
Jane Taggart recovered against him the said Silvanus by the name of Silvanus  
Perry of Pittsfield in our County of Berkshire yeoman her Seisin of one third  
part of the said Tract or parcel of Land above described by the name of a certain  
Messuage and forty two acres of Land lying at a place called Whippernung in  
Westfield in our said County of Hampshire bounding as followeth to wit the east  
Corner of said Tract is at the mouth of the brooke that runs into the River called  
Westfield River there thence running up the said River and bounding thereby  
one hundred and twenty rods and is forty rods in width at each end and runs  
Round by the foot of the mountain so far as to make up the said quantity of  
forty two acres with the Appurtenances then in the possession of s<sup>d</sup> Silvanus  
Perry as her Dower of the Endowment of the said Samuel Taggart her certain  
husband by the Writ of Dower whereof she hath nothing to hold the same in severa-  
ty by meter and bounds And also she the said Jane then and there recovered also  
against him the said Silvanus three pounds Six Shillings and eight pence  
for her Damages awarded her by the said Court there for her being held & kept out  
of her Dower aforesaid and also the further Sum of three pounds sixteen Shillings &  
eleven pence allowed her by the said Court for her Costs and Charges about her suit in  
that behalf expended by her as by the Record thereof in the said Court remaining is  
manifest and <sup>fully</sup> appears Neither hath he the said Biddad ever warranted secured or  
deposed the said Tract or parcel of Land above described to him the said Silvanus  
against the said Claim and demand of her the said Jane Taggart the duly thereto  
Sought and tho' he the said Biddad has been often thereto required neither hath he  
the said Biddad ever secured him the said Silvanus against the said Judgment of  
the said Jane against him the said Silvanus by her recovered as aforesaid but  
she the said Jane hath since that time sued the Writ of Seisin and execution of said  
Judgment in due form of Law by Virtue whereof one third part of the said Tract or  
parcel of Land above described hath been duly set out and assigned to her the s<sup>d</sup> Jane  
for her Dower and also by Virtue thereof he the said Silvanus hath been duly Commit-  
ted to his Majesty's Goal in said Springfield and there restrained of his liberty and  
imprisoned for the space of two months till he should pay said Damages and Costs  
recovered against him by the said Jane as aforesaid and also two Shillings & Six  
pence for said Writ of Execution and thirty eight Shillings and two pence being the  
Sheriff's fees for serving and executing the same and for the Charges of Assigning  
her the said Jane her said Dower and he the said Silvanus hath been likewise  
compelled to expend divers large Sums of money for his Support in prison and for  
his prison Charges And so the said Biddad his covenants afores<sup>d</sup> hath broken and  
the same hath not kept to w<sup>d</sup> Damage of the said Silvanus as he saith the  
Sum of £50-



The P<sup>t</sup>. appears by Moses Blip Gent. his Attorney - And the said Biddad by Simon Strong and John Phelps Gentlemen his attorneys comes and defends & and reserves Liberty to make any new plea on the Trial of Appeal says that he never promised in manner and form as the P<sup>t</sup>. in his Declaration has alleged against him and thereof puts him self on the Country -

And the said Silvanus consenting to the above reservation says that the def<sup>t</sup>. plea above pleaded and the matters therein contained are not sufficient in law to hold him said Silvanus to answer to which he is under no necessity nor bound by the law of the Land to answer and this he is ready to verify wherefore he prays Judgment and Judgment for his Costs - and said Biddad says his plea is sufficient - Thereupon the premises being seen and fully understood by y<sup>e</sup> Court of the Lord the King now here forasmuch as it appears to y<sup>e</sup> said Court of our said Lord the King that the plea aforesaid of the said Biddad by him in manner and form above pleaded and the matters therein contained are not sufficient in law to hold the s<sup>d</sup>. Silvanus to answer and for that y<sup>e</sup> said Biddad by his plea afores<sup>d</sup>. hath not in <sup>any</sup> manner denied the Declaration of the said Silvanus - Therefore it is considered that the said Silvanus Perry do recover against the said Biddad Fowler the sum of fifty pounds of lawful money Damages and Cost of Court taxed at One pound fourteen shillings and six pence and thereof &c - The said Biddad by his said Attorney appeals from the Judgment of this Court to the Superiour Court of Judicature &c to be holden at Springfield within & sent. County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the Law directs for the said Biddad's prosecuting his Appeal with effect as by the said Recognizance on file appears -

Stephen Chapin of South Hadley in the County of Hampshire yeoman p<sup>t</sup>. vs Benjamin Piere of the same place yeoman def<sup>t</sup>. in a plea of the Case for that said Benjamin at Springfield afores<sup>d</sup>. on the 30<sup>th</sup> day of April A<sup>d</sup> 1765. by his note of that date for Value rec<sup>d</sup>. promised the P<sup>t</sup>. to pay him five pounds 14<sup>1</sup>/<sub>2</sub> lawful money on or before the first day of January then next with Interest &c as in the Writ - The p<sup>t</sup>. by Moses Blip Gent. his attorney appears - The said Benjamin being three times publicly call<sup>d</sup>. to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said Stephen do recover against the said Benjamin four pounds ten shillings and three pence one farthing of lawful money damages & Cost of Court taxed at one pound fifteen shillings & thereof &c - Exon is<sup>d</sup>. 3<sup>d</sup>. Oct<sup>r</sup>. 1766.

Stephen Hickox of Granville in the County of Hampshire yeoman p<sup>t</sup>. vs Lebbeus Ball of Granville yeoman def<sup>t</sup>. in a plea of the Case for that the s<sup>d</sup>. Lebbeus at Springfield on y<sup>e</sup>. 22<sup>d</sup>. day of Oct<sup>r</sup>. last past by his note for Value rec<sup>d</sup>. promised said Stephen to pay him nine pounds 15<sup>s</sup>. by y<sup>e</sup>. first of March then next with interest after that time if not then paid &c as in the Writ - The p<sup>t</sup>. appears by Moses Blip Gent. his attorney - The s<sup>d</sup>. Lebbeus being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said Stephen do recover against the said Lebbeus nine pounds nineteen shillings and four pence one farthing of lawful money damages and Cost of Court taxed at one pound nineteen shillings and four pence & thereof &c - Ex<sup>n</sup> is<sup>d</sup>. Nov<sup>r</sup>. 4<sup>th</sup>. 1766.

Ephraim Pease of Infield in y<sup>e</sup> County of Hampshire Gent<sup>l</sup>. P<sup>t</sup>. vs Solomon Colton of Springfield in y<sup>e</sup>. County yeoman def<sup>t</sup>. in a plea of the Case for that s<sup>d</sup>. Solomon at Springfield on the first day of June last was justly indebted to s<sup>d</sup>. Ephraim in the sum

Perry vs Fowler 121-

Chapin vs Piere 122-

Hickox vs Ball 123

Colton 124



231  
Pease  
124. in the sum of five pounds 17<sup>1</sup>/<sub>2</sub> by book account to balance the same according to  
the Account annexed to the p<sup>l</sup>t. Writ and in consideration thereof then and there  
promised the<sup>d</sup> Ephraim to pay him the same on demand but hath not &  
The p<sup>l</sup>t. appears by Moses Bliff Gent. his attorney - The said Solomon being three  
times publicly called makes default of appearance in Court - Therefore  
it is considered by the Court that the said Ephraim do recover against the s<sup>d</sup>  
Solomon five pounds Seventeen shillings and two pence of lawful money Dam<sup>s</sup>.  
and Cost of Court taxed at one pound 13<sup>1</sup>/<sub>8</sub> & thereof &c. Term i<sup>d</sup>. Sept. 20<sup>th</sup> 1766

Markham  
125. Barzillai Markham of Infield in the County of Hampshire yeoman p<sup>l</sup>t. vs Reuben  
Stockwell of Springfield in y<sup>e</sup> County yeoman def<sup>t</sup>. in a plea of the Case for that  
the said Reuben at said Springfield on the 17<sup>th</sup> day of July last past by his note for  
Value received promised the p<sup>l</sup>t. to pay him nine pounds 12<sup>s</sup> with interest & on de-  
mand but hath not paid y<sup>e</sup> same & The p<sup>l</sup>t. appears by Moses Bliff Gent<sup>l</sup>  
his attorney - The said Reuben being three times publicly called to come into Court  
makes default of appearance here - Therefore it is considered by the Court y<sup>t</sup>  
the said Barzillai do recover against the said Reuben nine pounds thirteen  
shillings and four pence one farthing of lawful money Damages and Cost of  
Court taxed at one pound twelve shillings and 10<sup>s</sup> & thereof &c. Term i<sup>d</sup>. Nov. 4<sup>th</sup> 1766.

Caldwell  
et al.  
126. Charles Caldwell of Hartford in the County of Hartford in the Colony of Connecticut  
yeoman and George Caldwell of Salisbury in y<sup>e</sup> County of Litchfield & Colony aforesaid  
yeoman p<sup>l</sup>t. vs Elijah Alvord of South Hadley in the County of Hampshire  
yeoman Def<sup>t</sup>. in a plea of the Case for that said Elijah at said Springfield  
on the 17<sup>th</sup> day of July A<sup>d</sup> 1761 by his note for Value received promised the p<sup>l</sup>t. to pay  
them five pounds 2<sup>s</sup> 6 on demand And also for that the<sup>d</sup> Elijah there afterwards  
viz on the 17<sup>th</sup> day of Oct<sup>r</sup> then next in consideration that the p<sup>l</sup>t. would forbear  
to sue the<sup>d</sup> Elijah for a reasonable time, at his special instance & request, he  
promised them the Interest of y<sup>e</sup> said sum of y<sup>e</sup> note & they did forbear & as  
on file - The p<sup>l</sup>t. appear by Moses Bliff Gent. their Attorney - The<sup>d</sup> Elijah being  
three times publicly called makes default of Appearance in Court. Therefore it is  
considered by the Court that the said Charles and George do recover against the s<sup>d</sup>  
Elijah six pounds twelve shillings and six pence of lawful money Damages and  
Cost of Court taxed at two pounds & 10<sup>s</sup> & thereof &c. Term i<sup>d</sup>. 20<sup>th</sup> Sept. 1766 -

Sidern  
127. Charles Caldwell of Hartford in the County of Hartford in the Colony of Connecticut  
yeoman and George Caldwell of Salisbury in y<sup>e</sup> County of Litchfield in y<sup>e</sup> Colony  
afores<sup>d</sup>. yeoman. <sup>traders in company</sup> p<sup>l</sup>t. vs James Cleavland of Greenwich in the County of Hamp-  
shire yeoman def<sup>t</sup>. in a plea of the Case for that said James at said Springfield on  
the 14<sup>th</sup> day of July last was justly indebted to y<sup>e</sup> p<sup>l</sup>t. in the sum of thirteen pounds  
eleven shillings lawful money according to y<sup>e</sup> account annexed to y<sup>e</sup> p<sup>l</sup>t. Writ and  
in consideration thereof then and there promised the p<sup>l</sup>t. to pay them y<sup>e</sup> same  
on demand but hath not & The p<sup>l</sup>t. appear by Moses Bliff Gent. their Att<sup>y</sup>.  
The said James being three times publicly called makes default of Appearance in  
Court - Therefore it is considered by the Court that the said Charles and George  
do recover against the said James Thirteen pounds and eleven shillings of lawful  
money Damages and Cost of Court taxed at Two pounds twelve shillings & 12<sup>s</sup> & thereof &c.  
Term i<sup>d</sup>. 20<sup>th</sup> Sept. 1766 -

Pease  
128. Ephraim Pease of Infield in the County of Hampshire Gent<sup>l</sup>. p<sup>l</sup>t. vs John Hubbard Jun<sup>r</sup>. of  
Amherst in the said County yeoman def<sup>t</sup>. in a plea of the Case for that the<sup>d</sup> John  
at



at said Springfield on the first day of June last was justly indebted to said Ephraim Pearce in the sum of fifty two shillings and ten pence by book account to balance of same according to the account annexed to y<sup>e</sup> Plt<sup>r</sup> Writ and in consideration thereof then and there promised the s<sup>d</sup> Ephraim to pay him the same on demand but hath not do - The pl<sup>t</sup> appears by Moses Bliff Gent. his attorney - The said John being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said Ephraim do recover against the said John Two Pounds twelve shillings and ten pence of lawful money damages and Cost of Court taxed at one pound Sixteen shillings and 2<sup>d</sup> thereof do  
Is. is. Sept. 20<sup>th</sup> 1766. 128 -

John Hale of Springfield in the County of Hampshire yeoman complains of Isaac Colton late of said Springfield Gent. in a plea of Trespass on the case for that s<sup>d</sup> Isaac at said Springfield on the 24<sup>th</sup> day of March last by his note for Value rec. promised the said John to pay him twenty four pounds on demand with lawful interest for same till paid yet said Isaac tho often requested hath not paid said John Hale the same sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same and hath absconded and withdrawn himself out of this Province and so conceals himself his goods and estate that neither of them can be come at to be attached to y<sup>e</sup> damage of said John the sum of £25. And the said John now comes here by Moses Bliff Gent. his Att<sup>r</sup> - And now at this time George Pynter of Springfield afores<sup>d</sup> Gent. (who is agent and Trustee for the said Isaac Colton) having been duly served with process from this Court according to y<sup>e</sup> form and effect of one Law of this Province in this case provided, to appear and answer to y<sup>e</sup> said John Hale upon his Declaration afores<sup>d</sup>, comes here in his proper person and here in Court offers to submit to such an examination upon oath as is by law prescribed in this case and is examined accordingly and leaves here in Court a Schedule of the particulars &c And Thereupon the said Isaac comes here by s<sup>d</sup> Moses Bliff Gent. his Attorney and Confesses Judgement for the sum of principal & Interest due upon the Note afores<sup>d</sup> and for Costs which matters he submits to y<sup>e</sup> Judgement of this Hon<sup>ble</sup> Court - Therefore it is considered by the Court that y<sup>e</sup> said John do recover against the said Isaac Fifteen pounds eight shillings & nine pence of lawful money damages and Cost of Court taxed at one pound 14<sup>sh</sup> 6<sup>d</sup> thereof do  
Is. is. 21<sup>st</sup> Oct. 1766 - 129

Hezekiah Hale of Springfield in the County of Hampshire yeoman complains of Isaac Colton lately of s<sup>d</sup> Springfield Gent. in a plea of Trespass on the case for that whereas the s<sup>d</sup> Isaac at said Springfield on the 24<sup>th</sup> day of March last by his note for Value rec. promised said Hezekiah to pay him six pounds 15<sup>s</sup>. yet said Isaac tho often requested hath not paid the same to y<sup>e</sup> said Hezekiah nor any penny thereof but hitherto hath and still neglects and refuses to pay him the same and hath absconded and withdrawn himself out of this Province and so conceals himself his goods and estate that neither of them can be come at to be attached to y<sup>e</sup> damage of the said Hezekiah as he says, the sum of £7. - The said Hezekiah appears by Moses Bliff Gent. his Att<sup>r</sup> - And George Pynter of Springfield afores<sup>d</sup> Gent. (Who is an agent and Trustee of and for the above named Isaac Colton) having been duly summoned by Virtue of the Writ of y<sup>e</sup> Lord of King purchased out of the Clerk's Office of this Court agreeable to y<sup>e</sup> form and effect of one Law of this Province in this case provided to appear and answer to y<sup>e</sup> said Hezekiah Hale upon his Declaration aforesaid, now comes here in his proper person and here in this Court offers to submit to such examination on oath as is by y<sup>e</sup> same Act prescribed in this case & is examin'd accordingly & leaves here a Schedule of Particulars &c & thereupon 130



232  
Hale  
Colton  
130  
Thereupon the said Isaac Colton by Jonathan Bliss Gent. his attorney comes here and confesses Judgment for the sum demanded and costs —  
Therefore it is considered by the Court that the said Horchiah do recover against the said Isaac six pounds and fifteen Shillings of lawful money Damages & Costs of Suit taxed at one pound 212. & thereof he may have his Exonate

Arthur  
v  
Jelly  
131  
James Arthur of Boston in the County of Suffolk merchant plt. vs Joel Jelly of Springfield in the County of Hampshire yeoman deft. in a plea that he render to the said James ninety four pounds 4s. which he owes said James and wherein the said James says that at the Inferiour Court of Common Pleas holden at Springfield afores. for the County of Hampshire on the Last Tuesday of August AD 1764 he by the consideration of the same Court recovered Judgment against the said Joel Jelly for ninety one pounds 8s for damages &c and two pounds 10s for Costs of his Suit which Judgment yet remains wholly unsatisfied as in & Writ The plt. appears by Moses Bliss Gent. his Att. The said Joel being three times publicly called to come into Court makes default of Appearance here —  
Therefore it is considered by the Court that the said James do recover against the said Joel Ninety four pounds four Shillings and three pence of lawful money Debt and Cost of Court taxed at Three pounds & two pence & thereof he is. Aug. 7<sup>th</sup> 1767 —

Baldwell  
v  
Hale  
132  
Charles Baldwin of Hartford in the County of Hartford Colony of Connecticut yeoman and George Baldwin of Salisbury in the County of Litchfield in the Colony afores. yeoman plt. vs Joel Jelly of Springfield in the County of Hampshire yeoman deft. in a plea of Debt for that s. Charles and George by the names of Charles Baldwin and George Baldwin both of Hartford in our County of Hartford and Colony of Connecticut yeomen before and by the consideration of the Justices of the Inferiour Court of Common Pleas holden at Northampton within and for the said County of Hampshire on the Second Tuesday of November AD 1764 recovered Judgment against the said Joel for twelve pounds 15s for their Damages &c and for two pounds 17s 9d for Costs of Suit &c which Judgment is not satisfied or reversed as in the Writ — The plt. appear by Moses Bliss Gent. their Attorney — The said Joel being three times publicly called makes default of Appearance in Court — Therefore it is considered by the Court that the said Charles and George do recover against the said Joel Fifteen pounds fifteen Shillings and five pence of lawful money Debt and Cost of Court taxed at Two pounds eight Shillings & 2d & thereof he is. 20<sup>th</sup> Sept. 1766 —

Dewey  
v  
Towler  
133  
Moses Dewey of Westfield in the County of Hampshire Gent. plt. vs Biddad Towler of Westfield yeoman deft. in a plea of the Case for that said Biddad at said Westfield on the first day of June last past was justly indebted to the said Moses in the sum of sixteen pounds eleven Shillings and eight pence lawful money by book account according to the Account annexed to the plt. Writ and in consideration thereof said Biddad then and there promised said Moses to pay him the same on Demand yet said Biddad tho' often thereto requested hath never paid said Moses the same or any penny thereof but neglects and refuses to do it to the damage of the said Moses £25 — The plt. appears by Moses Bliss Gent. his attorney — And the said Biddad by Simeon Strong and John Phelps Gentlemen his Attornies comes into Court & defends and reserving to himself liberty to alter his plea and make any new plea at the Trial of the appeal saith that the bond declared on is not his deed and thereof said Biddad prays Judgment and Judgment for his Costs — And the said Moses Dewey consenting to the reservation made by the said Biddad says that the said Biddad's plea and the matters therein contained are insufficient in Law



Law and that the said Moses is not holden by the Law of the Land to make any answer thereto and because the said Biddad hath not denied the Plaintiff's declaration nor made any answer thereto the Plt. prays Judgment and that his Damages and Cost be adjudged to him. And the said Biddad says his plea above pleaded is sufficient. Thereupon the Premises being seen and fully understood by the Court of Lord & King now here for that it appears to said Court the plea of the said Biddad by him in manner and form above pleaded and the matters in the same contained are not sufficient in Law to hold or oblige the said Moses to answer to or same and because the said Biddad by his plea aforesaid hath not in any manner denied the Declaration of said Moses. Therefore it is considered by the Court that the said Moses the Plt. do recover against the said Biddad & Defend. sixteen pounds eleven shillings and eight pence of lawful money Damages & Cost of Court taxed at One pound fourteen Shillings and Six pence & thereof he may have his Execution &c. The said Biddad by his attorney Mr. Phelps above named appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire aforesaid upon the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Biddad's prosecuting his appeal with effect there as by the said Recognizance on file it appears.

Abel Bliss lately of Wilbraham in the County of Hampshire yeoman now residing at Middletown in the County of Hartford in the Colony of Connecticut Plt. vs George Bliss of Yorkon of Springfield in the County of Hampshire Gent. Def. in a plea of the Case for that said George at said Springfield on the 7th day of May A.D. 1766 by his promissory note of that date for Value received promised said Abel to pay him forty three pounds four Shillings within two months from the date of said note with lawful Interest for the same till paid yet said George tho' often requested hath not paid said Abel the same or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to & Damages of the said Abel as he says the sum of £43. The Plt. appears by Moses Bliss Gent. his attorney. The said George being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Abel do recover against the said George forty three pounds fourteen Shillings & Seven pence two farthings of lawful money Damages and Cost of Suit taxed at Two pounds three Shillings and four pence and thereof &c. After all which the said George by Jonathan Bliss Gent. his attorney comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire aforesaid upon the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said George's prosecuting his Appeal with effect as by the said Recognizance on file appears.

John Ledyard Esq. of Hartford in the County of Hartford in the Colony of Connecticut Plt. vs Oliver Partridge of Hatfield in the County of Hampshire Esq. and Sheriff of same County Def. in a plea of Trepass on the Case for that whereas the said John before of Justice of the Inferiour Court of Common Pleas holden at Springfield in and for the County of Hampshire on the Third Tuesday of May 1765 recovered Judgment against Elijah Ledyard and Nathan Alvord both of South Hadley in the County of Hampshire yeomen of sum of £13. 18. 11 Damages and one pound 18/3 Costs of Suit & afterwards sued out a writ



233  
 Day and by  
 Justice  
 1351

a first and second Writ of Execution of his Damages and Costs aforesaid (the first Writ having been returned wholly unsatisfied) by which said second Writ of Execution made in due form of Law and directed to the Sheriff of County of Hampshire his under-sheriff or Deputy he or they the Sheriff or his Deputy were ~~commanded~~ <sup>enjoined</sup> to levy the said sums of Damages and Costs and pay of same to y<sup>e</sup>. John Sedgwick by with his shillings & p. for the Writ of Execution and make return of their doings according to Law and the said last mentioned the said John on & twenty sixth day of Sept. 1765 delivered to one George Hildbrook then and ever since a Deputy under y<sup>e</sup>. Oliver in due form of Law to be executed and returned but y<sup>e</sup>. George not regarding y<sup>e</sup> Duty of his Office never levied, or satisfied & paid to y<sup>e</sup>. John the sums aforesaid, or made any return of the said Writ of Execution to all which is more fully declared in the Writ. The Plt. also declares further of another Judgment which he recovered agt. one Benjamin Pierce at the same Court for certain Damages and Costs and upon which he sued out a first and second execution, and delivered <sup>of them to y<sup>e</sup>. George</sup> ~~last~~ in like manner as is above declared respecting y<sup>e</sup> second execution sued out only Judg<sup>t</sup> first mentioned which y<sup>e</sup>. George never executed or returned to but as to the Damages occasioned to y<sup>e</sup>. John by y<sup>e</sup>. George's neglect with respect to y<sup>e</sup> return which is on the Judg<sup>t</sup> agt. y<sup>e</sup>. Pierce the said John by Messrs Bliff Gent. his attorney here in Court remits y<sup>e</sup> same to y<sup>e</sup>. Oliver he or they the John having recd. of y<sup>e</sup>. Benj<sup>a</sup> Pierce y<sup>e</sup> full contents of y<sup>e</sup> return agt. him mentioned in y<sup>e</sup> Plt. Writ. The Plt. appears by his atty. abovenamed. The said Oliver being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said John the Plt. do recover against the said Oliver sixteen pounds four shillings and six pence three farthings of lawful money Damages and Costs of Court taxed at two pounds 2/10. & thereof to. Lx. is. 20<sup>th</sup> Sept. 1766.

Seymour  
 vs  
 Lewis  
 136

Thomas Seymour Jun<sup>r</sup> of Hartford in the County of Hartford and Colony of Connecticut Gent. Plt. vs Noddiah Lewis of Amherst in the County of Hampshire yeoman deft in a plea of the Case for that said Noddiah at said Springfield on the 13<sup>th</sup> day of July 1765 by his note for Value recd. promised said Thomas to pay him Seventeen pounds & p. in three months with interest after that time & as in y<sup>e</sup> Writ. The Plt. appears by Messrs Bliff Gent. his Att. The said Noddiah being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Thomas do recover against the said Noddiah eighteen pounds six shillings and one penny half penny of lawful money Damages and Costs of Court taxed at two pounds two shillings & ten pence & thereof to. Lxxvi. is. 18<sup>th</sup> Sept. 1766.

Bowdoin  
 vs  
 Hathaway  
 137

William Bowdoin <sup>late</sup> of Boston in the County of Suffolk merchant now of Needham in y<sup>e</sup> same County Plt. vs Simeon Hathaway of Suffield in the County of Hampshire Gentleman deft. in a plea that he render to y<sup>e</sup>. William three hundred pounds lawful money which to y<sup>e</sup>. said William he owes & from him unjustly detained & whereon said William says y<sup>e</sup>. at said Springfield on y<sup>e</sup>. 24<sup>th</sup> day of March 1767 the said Simeon by his bond of that date under his hand and Seal in Court to be produced bound himself to y<sup>e</sup>. William in y<sup>e</sup>. said sum of three hundred pounds to be paid him on demand but hath not paid y<sup>e</sup>. same & as in y<sup>e</sup> Writ. The Plt. appears by John Worthington by his Attorney. The said Simeon being three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that y<sup>e</sup>. said William do recover against the said Simeon the sum of One hundred and fifty three pounds, Nine. =



Nineteen Shillings of lawful money (being & sum due upon an equitable chancery of & said bond) debt and Cost of Court taxed at three pounds & 10<sup>s</sup> & thereof Ex<sup>n</sup> is<sup>d</sup> 24<sup>th</sup> Sept. 1766 —

Moses Dewey of Westfield in the County of Hampshire Gentleman Plt. vs Robert Blair late of Westfield afores<sup>d</sup> yeoman and Asa Noble of s<sup>d</sup> Westfield Gent<sup>l</sup> Deft<sup>s</sup> in a plea of the Case for that thes<sup>d</sup> Robert & Asa (and one John Tremaine) at Springfield aforesaid on the Eleventh of April AD 1763 by their note for Value received promised the Plt. to pay him or order eighteen Pounds on demand with interest & as in & Writ — The Plt. by John Worthington by his attorney appears — The said Robert and Asa being three times publicly called to come in to Court do not nor either of them come but make default of Appearance here — Therefore it is considered by the Court that the said Moses do recover against the said Robert and Asa Twenty one pounds thirteen shillings and one penny of lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and Six pence & thereof Ex<sup>n</sup> is<sup>d</sup> 9<sup>th</sup> April 1767.

Moses Dewey of Westfield in s<sup>d</sup> County of Hampshire Gent<sup>l</sup> Plt. vs Robert Blair late of s<sup>d</sup> Westfield yeoman deft. in a plea of the Case for that thes<sup>d</sup> Robert at s<sup>d</sup> Springfield on the 11<sup>th</sup> of April AD 1763 by his note for Value received promised the s<sup>d</sup> Moses to pay him or his order nine pounds 5<sup>s</sup> 3<sup>d</sup> on demand with interest & but hath not paid the same to s<sup>d</sup> Plt. Damages £16 — The Plt. appears by John Worthington by his att<sup>y</sup>. thes<sup>d</sup> Robert being three times publicly called makes default of appearance in Court — Therefore it is considered by the Court that the said Moses do recover against thes<sup>d</sup> Robert Ten pounds one shilling and eight Pence of lawful money Damages and Cost of Court taxed at one pound sixteen Shill<sup>l</sup> & 2<sup>d</sup> & thereof Ex<sup>n</sup> is<sup>d</sup> April 9<sup>th</sup> 1767.

Timothy Blip of Springfield in the County of Hampshire Gent<sup>l</sup> Plt. vs Ebenezer Hitchcock late of s<sup>d</sup> Springfield yeoman deft. in a plea of the Case for that s<sup>d</sup> Ebenezer at s<sup>d</sup> Springfield on the 13<sup>th</sup> day of August last past by his note for Value rec<sup>d</sup> promised thes<sup>d</sup> Timothy to pay him or order twelve pounds and 2<sup>s</sup> on demand with Interest but hath not & as in the Writ — The Plt. appears by John Worthington by his attorney — thes<sup>d</sup> Ebenezer being three times publicly called makes default of Appearance in Court — Therefore it is considered by the Court that the said Timothy do recover against s<sup>d</sup> Ebenezer Twelve pounds fifteen shillings and two pence of lawful money dam<sup>s</sup> & Cost of Court taxed at one pound 10<sup>s</sup> 2<sup>d</sup> & thereof Ex<sup>n</sup> is<sup>d</sup> 24<sup>th</sup> Sept. 1766 —

Amasa Jones of Colchester in s<sup>d</sup> County of Hartford in the Colony of Connecticut yeoman Plt. vs James Cleland late of Colchester aforesaid now of Greenwich in s<sup>d</sup> County of Hamp<sup>s</sup>hire yeoman deft. in a plea that said James render to said Amasa five pounds six Shill<sup>l</sup> & 10<sup>s</sup> 1<sup>d</sup> 1<sup>d</sup> which to s<sup>d</sup> Amasa he owes & from him unjustly detain & Whereupon s<sup>d</sup> Amasa says that at a County Court holden at Hartford in and for s<sup>d</sup> County of Hartford on s<sup>d</sup> Second Tuesday of April in the fifth year of his Majesty's Reign by the Judgment of the same Court he recovered against s<sup>d</sup> James (by s<sup>d</sup> name of James Cleland of s<sup>d</sup> Colchester) three pounds 9<sup>s</sup> 7<sup>d</sup> 1<sup>d</sup> debt and one pound 17<sup>s</sup> 3<sup>d</sup> for costs & as by record thereof in (this) Court to be produced appears, & s<sup>d</sup> Judgment is yet unsatisfied & not reversed and altho' the Plt. sued out s<sup>d</sup> Writ of Exon thereon it hath long since been returned wholly unsatisfied whereby Action has accrued & as in & Writ — The Plt. by John Worthington by his Attorney appears — The said James being three times publicly called makes default of Appearance here — Therefore it is considered by s<sup>d</sup> Court that the s<sup>d</sup> Amasa do recover against the said James five pounds six shillings and ten pence 27<sup>s</sup> of lawful money debt and Cost of Court taxed at Two pounds nine shillings and two pence and thereof he may have his Execution & Ex<sup>n</sup> is<sup>d</sup> 20<sup>th</sup> Sept. 1766 —



234  
Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Edmund  
Fowler } Murphy of Springfield in the said County yeoman def. in a plea of the Case for that y<sup>e</sup> said  
or } Edmund at Springfield aforesaid on the 24<sup>th</sup> day of August A.D. 1763 by his note for  
N<sup>o</sup> 142 } Value received promised the said Bildad to pay him five pounds 17/3 on demand with  
Interest till paid but hath not paid &c. The plt. appears by M<sup>r</sup> Worthington Esq. his  
Attorney ~ The D<sup>r</sup> Edmund being three times publicly called makes default of appearance in Court  
Therefore it is considered by the Court that the s<sup>r</sup> Bildad do recover against y<sup>e</sup>  
Edmund five pounds two shillings & three pence two farthings of lawful money Damages  
and Cost of Suit taxed at one pound 12/10. & thereof do Ex<sup>ce</sup> ip<sup>s</sup> 19<sup>th</sup> Sept. 1766.

Thompson } Henry Thompson of Palmer in the County of Hampshire yeoman plt. vs William  
or } Shaw of same place yeoman def. in a plea of the Case for that the said William  
Shaw } at Springfield aforesaid on the last day of May last was justly indebted to y<sup>e</sup> said  
143 } Henry the sum of Two pounds twelve shillings and eight Pence for sundry articles  
of Account according to the account annexed to y<sup>e</sup> Plt<sup>r</sup> Writ and then and there in  
Consideration thereof assumed on himself and to y<sup>e</sup> said Henry faithfully  
promised to pay him the same on demand yet the said William tho<sup>o</sup> often  
thereunto requested hath never paid said sum or any part but neglects it to the  
damage of y<sup>e</sup> said Henry as he says y<sup>e</sup> sum of £6 ~ The plt. appears by John  
Worthington Esq. his Attorney ~ And the within named William Shaw comes  
and defends &c. by Joseph Hawley Esq. his attorney, and says that he owes y<sup>e</sup> Plt.  
Nothing in manner and form as the Plt. in his Writ against him has alleged  
and thereof puts himself on the Country ~ And the said Henry likewise ~  
Thereupon the Jurors of the Jury, agreeable to the form and effect of y<sup>e</sup> Statutes in this  
Case made and provided, now at this time returned and impanelled, being de-  
manded likewise come here, who to say the truth concerning the promises being  
duly sworn, by M<sup>r</sup> J<sup>o</sup> Alvord their foreman, declare upon their oath that they  
find for the said Henry y<sup>e</sup> Plaintiff two pounds twelve shillings and eight Pence  
& Cost of Court ~ Therefore it is considered by the Court that the said Henry  
do recover against the said William Two pounds twelve shillings & eight  
pence of lawful money Damages and Cost of Court taxed at five pounds Six  
shillings and eight Pence & thereof he may have his Ex<sup>ce</sup> ip<sup>s</sup> 24<sup>th</sup> Sept. 1766.

Parsons } Zenas Parsons of Springfield in y<sup>e</sup> County of Hampshire yeoman plt. vs Nathaniel Dum-  
or } bleton of Springfield afores. yeoman def. in a plea of the Case for that the s<sup>r</sup> Nathaniel  
144 } at said Springfield on the 28<sup>th</sup> day of March A.D. 1765 by his note for Value received pro-  
mised the said Zenas to pay him or order the Value of three pounds 7/5 in Wheat Rye Corn  
or Oats at the market price on the first day of December then next and y<sup>e</sup> Zenas says  
he was always ready to receive the same yet y<sup>e</sup> said Nath<sup>l</sup> hath never paid the contents  
of said note &c. The Plt. appears by John Worthington Esq. his attorney ~ The s<sup>r</sup> Nath<sup>l</sup>  
being three times publicly called makes default of appearance in Court  
Therefore it is considered by the Court that the said Zenas do recover against the s<sup>r</sup>  
Nathaniel Three pounds thirteen shillings and two pence of lawful money Damages  
and Cost of Court taxed at one pound 12/8. & thereof do Ex<sup>ce</sup> ip<sup>s</sup> 20<sup>th</sup> Sept. 1766.

Ashley } Benjamin Ashley of Springfield in the County of Hampshire yeoman plt. vs Ebenezer  
or } Hitchcock Jun<sup>r</sup> of Springfield afores. yeoman def. in a plea of the Case for that s<sup>r</sup> Ebenezer  
Hitchcock } at said Springfield on the tenth day of August Anno Dom<sup>i</sup> 1762 by his note for Value received  
145 } promised said Benjamin to pay him fifty pounds l<sup>s</sup>. on demand with lawful Interest  
for the same till paid of which sum y<sup>e</sup> said Ebenezer paid twenty seven pounds 16<sup>s</sup>. in  
part



part on the 21<sup>st</sup> day of June 1763 and twelve pounds more on the 13<sup>th</sup> day of August 1764 and seven pounds 6s. more on the fifth day of March last and the residue of contents of 12<sup>th</sup> note tho' often requested the said Ebenezer hath not paid &c as in the Writ - The plt. by John Worthington by his attorney appears - The said Ebenezer being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said Benjamin do recover against the said Ebenezer Nine pounds three shillings and eight pence one farthing of lawful money Damages and Costs of Court taxed at one pound seven shillings and four pence & thereof he may have his Execution &c

Ashley  
vs  
Hitchcock  
145.

Joseph Stebbins of Springfield in the County of Hampshire yeoman plt. vs Ebenezer Hitchcock Junr. of Springfield aforesaid yeoman deft. in a plea of the Case for that the said Ebenezer at said Springfield on the thirteenth day of August Anno Dom 1764 by his promissory note in writing under his hand of that date for Value rec<sup>d</sup> promised the said Joseph to pay him one hundred and thirty pounds lawful money on demand with lawful Interest for the same till paid of which Sum the said Ebenezer at said Springfield on the twenty ninth day of April A.D 1765 paid the said Joseph one hundred and twenty one pounds six shillings and eight pence in part and the residue of the Contents of the said note the said Ebenezer tho' often requested hath never paid or any part of it to said Joseph but unjustly neglects it to the damage of the said Joseph the Sum of £20. The plt. appears by John Worthington by his attorney - And the said Ebenezer comes here humbly moves that this action may be continued to the next Term of this hon<sup>ble</sup> Court and thereupon it is considered that the said parties have a day before the Lord the King here until the second Tuesday of November next ensuing

Stebbins  
vs  
Hitchcock  
146.

John Worthington of Springfield in the County of Hampshire by and Robert Breck of Northampton in the same County Gent<sup>l</sup> P<sup>l</sup>t. vs Samuel Sikes of Springfield aforesaid yeoman Def<sup>t</sup>. in a plea of the Case for that the said Samuel at said Springfield on the 16<sup>th</sup> day of November 1763 by his note for Value rec<sup>d</sup> promised the P<sup>l</sup>t. by names of John Worthington by & Robert Breck Junr. to pay them forty five shillings & three pence lawful money within three months from that time with use &c as in the Writ - The P<sup>l</sup>t. appear by the said John Worthington by - The said Samuel being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said John & Robert do recover against the said Samuel Two pounds twelve shillings and ten pence of lawful money Damages & Costs of Court taxed at one pound 15s. & thereof &c

Worthington  
by  
Breck  
vs  
Sikes  
147.

Ex<sup>n</sup> in 24<sup>th</sup> Sept. 1766.

John Hill Junr. of Brookfield in the County of Worcester yeoman plt. vs James M<sup>r</sup>. Kurdy late of Marlborough in the County of Middlesex yeoman now of Palton in the County of Hampshire Def<sup>t</sup>. in a plea of the Case for that the said James at said Springfield on the 18<sup>th</sup> day of April last by his note for Value received promised the said John to pay him or his order fourteen pounds 10s. in three months from the Date of said note with lawful Interest from the time of payment &c but &c as in Writ - The P<sup>l</sup>t. appears by John Worthington by his Attorney - The said James tho' three times publicly called to come into Court doth not come but makes default of appearance here - Therefore it is considered by the Court that the said John Hill do recover against the said James M<sup>r</sup>. Kurdy fourteen pounds twelve shillings one penny of lawful money Damages and two pounds one shilling & ten pence allowed him with his ap<sup>t</sup> for the costs of this suit and thereof he may have his Execution &c

Hill  
vs  
M<sup>r</sup>. Kurdy  
148

Ex<sup>n</sup> in 20<sup>th</sup> Sept. 1766



235  
Gibbs  
or  
Carnahan  
149  
John Gibbs of Blanford in the County of Hampshire y<sup>e</sup> comen p<sup>l</sup>t. Sam<sup>l</sup> Carnahan  
of Blanford aforesaid y<sup>e</sup> comen d<sup>e</sup>ft. in a plea of the Case for that whereas I Comma<sup>d</sup>  
ing Officer of the foot Company of militia in the said Blanford on the fourteenth day  
of April Anno Dom<sup>i</sup> 1758 informed and gave notice to the said John and Samuel  
and a third person all soldiers in said Company that in order to compleat y<sup>e</sup> Quota  
of said Company of the forces to be raised for this Province for the King's Service in  
the then next ensuing Campaign some one of the said three persons must enter in  
to the said Service or that they must jointly engage some effective Soldier to engage  
therein on their account and thereupon the said John and Samuel and the third  
person aforesaid then and there viz at said Blanford on said fourteenth day  
of April agreed among themselves jointly and equally to engage hire and procure  
an effective Soldier to engage in said Service on their account and the said Sam<sup>l</sup>  
and said third person then and there each of them requested the said John to find hire  
and procure such effective Soldier to engage in said Service on their account as  
aforesaid And then and there agreed with said John to be at their proportionable  
Parts of the expence thereof respectively and said John says he then and there  
contracted with hire and procured one Thomeas Spring to enter into said Service  
as aforesaid and then and there paid him three pounds cash in hand and made  
to him his promissory note in writing at y<sup>e</sup> same time by which he engaged to  
pay him six pounds 10<sup>s</sup> more in the month of October then next following to induce  
him to enter into said Service and that he then and there instantly entered y<sup>e</sup> same  
and that the said John and Samuel and the third person afores<sup>d</sup> were thereupon  
exempted and excused and in consideration of all which the said Samuel then  
and there promised said John to pay him twenty shillings y<sup>e</sup> one third part  
of said three pounds, instantly and to pay him two pounds three shillings and  
six pence, one third y<sup>e</sup> contents of y<sup>e</sup> note in the said month of Oct. then next, and  
also for that the said Samuel at said Blanford on the last Day of January last  
being justly indebted to y<sup>e</sup> said John in another Sum of three pounds 3<sup>s</sup> 4<sup>d</sup> for so  
much m<sup>o</sup>ny by y<sup>e</sup> said John at y<sup>e</sup> special instance and request and for y<sup>e</sup> special  
use and benefit of y<sup>e</sup> said Samuel before that time there laid out & expended  
he the said Samuel in consideration thereof promised said John to pay him  
the same on demand yet said Samuel tho' often requested hath never paid  
either of said Sums or any part thereof but unjustly neglects it to y<sup>e</sup> Damage of  
the said John Gibbs as he says &c. The above named parties in their proper persons  
come into Court now here and refer this case to the final Determination & award  
of Edw<sup>d</sup> Taylor Esq John Moseley Gent<sup>l</sup> and Eliza Parks Gent<sup>l</sup> all of Westfield in y<sup>e</sup>  
said County or any two of them, Arbitrators mutually elected by the said Parties,  
to be made upon the Promises and returned into this Court so soon as may be &  
the said parties have a day before y<sup>e</sup> Lord of King here untill y<sup>e</sup> second Tuesday of  
November next ensuing

Carpenter  
or  
Hubbard  
149  
Joel Carpenter of Windsor in the County of Hartford and Colony of Connecticut y<sup>e</sup> comen  
p<sup>l</sup>t. vs Timothy Hubbard late of Amherst in y<sup>e</sup> County y<sup>e</sup> comen d<sup>e</sup>ft in a plea of  
y<sup>e</sup> Case for that on y<sup>e</sup> 4<sup>th</sup> of April 1765 at y<sup>e</sup> Springfield the y<sup>e</sup> Tim<sup>o</sup> by his note for  
Value rec<sup>d</sup> promised y<sup>e</sup> Joel to pay him or order thirteen pounds 6<sup>s</sup> 8<sup>d</sup> & as on file.  
The said Joel being three times publicly called to come and prosecute his  
said Action against the said Timothy & Non suit ~ And the same Timothy  
being in like manner three times publicly enacted is defaulted & thereupon  
y<sup>e</sup> Action is dismissed



Hampshire. To the Sheriff of County of Berkshire it was commanded ---  
Whereas Oliver Partridge of Hatfield in County of Hampshire before Justice  
of Inferiour Court of Common pleas holden for and within said County of  
Hampshire at Northampton on the second Tuesday of November in the fourth  
year of the Reign of the Lord the King by the Consideration of the said Justice  
recovered Judgment against Eleanor Gurn of Great Barrington in County of  
Berkshire widow and Relict of Stephen Gurn late of Great Barrington yeoman  
deceased and Administratrix on said Stephen's estate the sum of £2000 lawful  
money debt & two Pounds 2/11. for Costs to be levied of the Goods Chattels or Lands that  
were of said Stephen at the time of his death in her hands and under her  
Care to be administered - whereof she is unwit & and whereof caution yet remains  
to be done And to of the Justice might be done; that he said Sheriff of County  
of Berkshire should make known to said Eleanor and it was by him accordingly  
made known to her that she be before this Court to shew cause if any she have  
wherefore said Oliver should not have his execution agt her for his debt and Costs  
afore. of Goods Chattels or Lands that were of said Stephen at the time of his  
Death in her hands and under her Care to be administered & as on file - The  
Oliver appears by John Worthington by his Attorney - The said Eleanor being  
three times publicly called to come into Court makes default of Appearance -

Therefore it is considered by the Court that the said Oliver have his execution  
against the said Eleanor, of Goods Chattels or Lands that were of said Stephen at  
the time of his death in her hands and under her Care to be administered, for the said  
Debt and Costs afore; according to the force firm and Effect of the Recovery aforeaid  
And it is further considered that said Oliver do recover against the said Eleanor of  
£2000 two pounds 2/11 of lawful money allowed him with his apsent for Costs of  
this Suit and thereof he may have his Execution agt her in like manner as  
Ex. i. 24<sup>th</sup> Sept. 1766 -

Bathsheba Cooper of Springfield in County of Hampshire widow plt. vs Elisha  
Martindale of Richmond in County of Berkshire yeoman Deft. in a plea of Case  
for that the said Elisha at Springfield on the 23. day of May AD 1764 by his note for  
Value recd. promised the plt. to pay her or order fifteen pounds by the 22. day of May then  
next with use & as in & Wait - The plt. appears by John Worthington by her Attorney -  
The said Elisha being three times publicly called to come into Court makes default of Appearance -

Therefore it is considered by the Court that the said Bathsheba do recover against the  
said Elisha Seventeen pounds and ten pence half penny of lawful money Damages &  
Cost of Court taxed at one pound 19/3 & thereof &  
Ex. ii. 24<sup>th</sup> Sept. 1766 -

Bildad Howler of Westfield in the County of Hampshire yeoman plt. vs Matthias  
Smith late of Springfield in same County yeoman Deft. in a plea of Case  
for that Whereas at said Springfield on the first Day of Sept. AD 1764 one James  
Watson then of said Westfield for Value recd. of said Matthias made and delivered to  
Matthias his promissory note of that date by which he promised said Matthias  
Eleven pounds in one year from the date thereof and afterwards at said Springfield  
on the twenty fourth day of said September the said Matthias bargained & sold the  
same note to the said Bildad and recd. the full Value of Contents of said note of him  
and in Consideration thereof then and there assigned and made over the same note  
to him and agreed with the said Bildad that he should have the whole Contents thereof  
for his own <sup>property</sup> use and benefit and then and there agreed with and promised the said Bildad  
to execute to him when required any power necessary to enable him to recover of same  
and that he would in no wise discharge it And the said Bildad says that the said Matthias  
not



226  
Fowler  
or  
Smith  
153

not regarding his agreement and contract aforesaid but wickedly contriving him & said Biddad in this respect to deceive and defraud and utterly to defeat him of the recovery of the contents of said note on the same twenty fourth day of September at said Springfield he the said Matthias recd. of said James the contents of said note and then and there effectually released the same to said James & discharged and acquitted him thereof and thereby utterly defeated the said Biddad of the whole contents of said note so that he hath never been able to recover the same or any part thereof to the Damage of the said Biddad £19.

The Plt. appears by Simeon Strong and John Phelps Gentlemen his Attornies - And the said Matthias by John Worthington by his Attorney comes and defends & and for plea says: he is not guilty in manner and form as the Plt. in his Declaration has alledged and thereof puts himself on the Country. - And the Plaintiff likewise -

Thereupon the Jurors of the Jury, according to the form and effect of the Statutes in this case provided, now at this time returned and impanelled, being demanded likewise now come, who to say the truth concerning the premises being duly sworn, by their foreman Mr. S. Ballou return their Verdict, and upon their oath declare that they find for the said Matthias the Defendant Cost of Court - Therefore it is considered by the Court that the said Matthias do recover against the said Biddad nineteen Shillings and six pence of lawful money allowed him with his apsent for his costs in defending the suit of &c. Biddad and thereof he may have his Execution &c.

The said Biddad the Plt. by the above named John Phelps his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Biddad's prosecuting the appeal with effect as by the said Recognizance on file appears

Perkins  
or  
Whitely  
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Phineas Perkins of Granville in the County of Hampshire yeoman plt. vs Phineas Tinker of said Granville yeoman and Ebenezer White of Westfield in of same County yeoman def. in a plea of Trepass for that the said Ebenezer White & Phineas Tinker (with divers other persons named in the Plt. Writ) at said Granville on the 16<sup>th</sup> day of January last past with force and Arms did break and enter the Dwelling house of the said Phineas Perkins there and then and there assaulted the Plt. then being in his bed in the night time of the said Day and pulled him naked out of his bed and then and there imprisoned him for the space of one hour and then and there beat bruised and wounded the said Plaintiff in a grievous manner so that his life was in great Danger And also for that the said Ebenezer White and Phineas Tinker (with said other persons named in said Writ) at said Granville on the seventeenth day of the same January with force and Arms did again break and enter the Plaintiff's dwelling house aforesaid and him the Plaintiff assaulted & imprisoned against his Will and him the Plaintiff there under his Imprisonment kept for the space of that whole day and the next and until they thereby compelled the Plt. to deliver to them one yoke of his oxen of the price of twelve pounds and nine of his Sheep of the price of four pounds and One hundred bushels of his Wheat of the Value of twenty pounds to obtain his liberty and many other Injuries they then and there did to the Plt. contrary to Law and against the Peace of God the King and to the Damage of the said Perkins as he says the sum of £80. - The Plt. appears by John Worthington by & Messrs. Blip Gent. his attornies. And the said White and Tinker by Joseph Hawley by their Att. come and humbly pray leave of this Hon.<sup>ble</sup> Court to impart to Next Term of this Court that they may have up. by plead and the 1<sup>st</sup> Justice have a day before & Lord the thing be until & second Tuesday of November next -



Timothy Burbank of Springfield in the County of Hampshire yeoman plt. vs Abner Crainque of Suffield in the said County Joined deft. in a plea of the case for that s<sup>r</sup> Abner at said Springfield on the last day of May last owed the Plaintiff five pounds 10s. for sundry articles of account &c as on file - The plt. being three times publicly called to come and prosecute his action against the said Abner is nonfuit And the said Abner being likewise three times publicly called makes default of appearance here. And the action is accordingly dismissed.

John Shearer of Palmer in the County of Hampshire yeoman plt. vs Uriah Higgins of the said Palmer yeoman deft. in a plea of the case for that s<sup>r</sup> Uriah at said Springfield on y<sup>e</sup> 18<sup>th</sup> day of March last by his promissory note for Value rec<sup>d</sup> promised the said John to pay him two pounds 3s. 4d. to be paid the first day of July then next yet the s<sup>r</sup> Uriah hath not &c as in the Writ - The plt. appears by John Worthington Esq<sup>r</sup> his Attorney - The said Uriah being three times publicly called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said John do recover against the said Uriah Two pounds three shillings and four pence of lawful money Damages and Cost of Court taxed at one pound Sixteen shillings & 4d. & thereof he may have his Ex<sup>ce</sup> &c is<sup>d</sup> 24<sup>th</sup> Sept. 1766.

Henry Hamilton of Cranville in the County of Hampshire yeoman plt. vs George Hitchcock of Springfield in the said County <sup>yeoman</sup> and a Deputy Sheriff under O<sup>r</sup> Partridge Esq<sup>r</sup> Sheriff of said County of Hampshire deft. in a plea of the case for that the s<sup>r</sup> George at s<sup>r</sup> Springfield on the tenth day of June Anno Dom<sup>i</sup> 1765 by his promissory note in writing under his hand of that date for Value then received promised y<sup>e</sup> said Henry to pay him Sixteen pounds within one month from the date of said note with interest from the time of payment till paid and afterwards viz on the twenty third day of July A<sup>d</sup> 1765 the said George paid nine pounds in part and said George tho' often requested hath not paid the residue of y<sup>e</sup> contents of s<sup>r</sup> note or any part thereof but unjustly neglects it to y<sup>e</sup> Damage of y<sup>e</sup> said Henry £12 - The plt. appears by John Worthington Esq<sup>r</sup> his attorney - The said George doth not appear & that it hath been certified to this Court that he is not now and hath not been since the time of the Service of the plt. Writ within this Province it is considered that the Action be continued until the next Term of this Court &c

Daniel Hancock of Springfield in the County of Hampshire yeoman plt. vs Ebenezer Hitchcock Jun<sup>r</sup> of said Springfield yeoman deft. in a plea of the case for that the said Ebenezer at s<sup>r</sup> Springfield on the 24<sup>th</sup> day of March last past by his note for Value rec<sup>d</sup> promised the said Daniel to pay him ten pounds within one month &c as in y<sup>e</sup> Writ - The plt. appears by John Worthington Esq<sup>r</sup> his Att<sup>y</sup> - The said Ebenezer being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said Daniel do recover against the said Ebenezer Ten pounds five shillings and two pence of lawful money Damages and Cost of Court taxed at one pound Eleven shillings & 4d. & thereof he may have his Ex<sup>ce</sup> &c is<sup>d</sup> 24<sup>th</sup> Nov. 1766 -

James M<sup>r</sup> Clister of W<sup>h</sup>field in the County of Hampshire yeoman plt. vs Nathaniel Dease Jun<sup>r</sup> of Blarford in the same County yeoman deft. in a plea of y<sup>e</sup> case for that y<sup>e</sup> s<sup>r</sup> Nathaniel at said Springfield on the last of May last being justly indebted to the plt. three pounds 10s. for so much money lent promised &c as on file - The said James being three times publicly called to come into Court and prosecute his action ag<sup>t</sup> y<sup>e</sup> said Nathaniel is Nonfuit And the s<sup>r</sup> Nathaniel in like manner defaulted and the Action accordingly dismissed.



237  
Hewet Root of Great Warrington in the County of Berkshire yeoman plt. vs Nathaniel Root of Blayford in the County of Hampshire yeoman Deft. in a plea of the case for that said Nathaniel at Springfield on the eighth day of July Anno Domd 1762 by his promissory note in writing under his hand of that date for Value received promised said Hewet to pay him or order one hundred and twenty pounds lawful money on demand with lawful Interest for the same till paid yet the said Nathaniel tho' often requested hath never paid the same but unjustly neglects to the damage of the said Hewet the sum of £200. The Dct. appears by John Worthington by his Attorney. The said Nathaniel being three times publicly called to come into Court doth not come but makes default of Appearance here. Therefore it is considered by the Court that the said Hewet do recover against the said Nathaniel Nineteen pounds seventeen Shillings and eight Pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and ten pence & thereof he may have his Execution. After all which the said Nathaniel by John Phelps Gent. his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Saduature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Nathaniel's prosecuting the appeal with effect as by the said Recognizance on file it appears.

Warriner  
Hitchcock  
161  
Nathaniel Warriner of Wilbraham in the County of Hampshire yeoman plt. vs George Hitchcock of Springfield in the same County yeoman and a Deputy Sheriff under Oliver Partridge Esq. Sheriff of the said County Deft. in a plea of the Case for that said George at Springfield aforesaid on the second day of May AD 1764 by his promissory note in writing under his hand of that date for Value there received promised the said Nathaniel to pay him eleven pounds 11/8<sup>d</sup> on demand with Interest yet the said George tho' often requested hath never paid the Contents of said note or any part thereof but unjustly neglects it to the Damage of the said Nathaniel of sum of £18. The Dct. appears by John Worthington by his att. - Forasmuch as it hath been certified to this Court that said George is not nor hath been within this Province since the Service of the Dct. Writ It is therefore considered that if Action be continued to the next Term & agreeable to the form & Effect of One Statute of this Province &c

Burt  
Lundem  
162  
John Burt of Springfield in the County of Hampshire yeoman plt. vs George Hitchcock of same town yeoman and a Deputy Sheriff under Oliver Partridge Esq. Sheriff of the said County Deft. in a plea of the Case for that the said George at Springfield on the 16<sup>th</sup> day of January Anno Domd 1762 by his promissory note in writing under his hand for Value recd. promised the said John to pay him seven pounds lawful money within three months from the date of said note with the lawful Interest from the day of Payment till paid yet the said George tho' often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said John £9. The Dct. appears by John Worthington by his Attorney. And for that it appears to this Court that the said George at & time of the Service of the Plaintiff's Writ was and ever since hath been out of this Province therefore it is considered that the Action be continued to the next Term &c

Griffin  
Hobornb  
163  
Ephraim Griffin of Westfield in the County of Hampshire yeoman Plt. vs Elijah Hobornb of Westfield aforesaid yeoman Deft. in a plea of the Case for that the said Elijah at Springfield aforesaid on the second day of July AD 1765 by his note for Value recd. promised of said Ephraim to pay him or order seven pounds 14/5<sup>d</sup> within six months from the date of said



said note with Interest for the same & as in the Writ - The Plt. appears by John Worthington <sup>Griffin</sup> vs  
- son by his Att. - The said Elijah being three times publicly called makes default of appearance <sup>Holcomb</sup>  
- in Court - Therefore it is considered by the Court that the said Ephraim do recover <sup>163</sup>  
against the said Elijah Twelve pounds and one penny of lawful money Damages and  
Cost of Court taxed at one pound 15/8 & thereof &c. <sup>Union ii. Oct. 17<sup>th</sup> 1766</sup>

John Timberly of Glastenbury in the County of Hartford in the Colony of Connecticut by <sup>Timberly</sup>  
Plt. vs Henry Nicholson of Lancaster in the County of Berkshire yeoman and Noah Brooks <sup>Nicholson</sup>  
of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for that said <sup>164</sup>  
Henry and Noah at said Springfield on the 15<sup>th</sup> day of August last past by their note of  
that date for Value rec<sup>d</sup>. promised the Plt. to pay him or order two pounds 16/7<sup>d</sup>. on demand with  
Interest yet have not paid the same &c. The Plt. appears by John Worthington by his Att.  
The said Henry and Noah or either of them tho' three times publicly called do not come but  
make default of Appearance here - Therefore it is considered by the Court that the said  
John Timberly by do recover against the said Henry and Noah three pounds and  
two pence of lawful money Damages and Cost of Court taxed at two pounds 10/3 & thereof  
<sup>Ex. ii. 20<sup>th</sup> Sept. 1766.</sup>

Moses Ashley of Springfield in the County of Hampshire yeoman Plt. vs Job Alwood Gent<sup>l</sup>. <sup>Ashley</sup>  
and Azariah Alwood yeoman both of Springfield aforesaid Deft<sup>s</sup>. in a plea of the Case for <sup>Alwood</sup>  
that the said Job and Azariah at Springfield afores<sup>d</sup>. on the 5<sup>th</sup> day of January 1765 by <sup>165.</sup>  
their note for Value rec<sup>d</sup>. promised the said Moses to pay him three pounds 1/8 by 1<sup>st</sup> of  
May then next with the lawful Interest but have never paid of same &c. - The Plt. appears  
by John Worthington by his Attorney - The said Job and Azariah tho' three times publicly  
called make default of Appearance here - Therefore it is considered by the Court that the  
said Moses do recover against the said Job and Azariah three pounds seven shillings  
and nine pence of lawful money Damages and Cost of Court taxed at one pound 14/8 & thereof  
<sup>Ex. ii. 24<sup>th</sup> Nov. 1766.</sup>

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs Oliver Partridge <sup>Fowler</sup>  
of Hatfield in the County of Hampshire by & Sheriff of the same County deft. in a plea <sup>Partridge</sup>  
of the Case for that whereas At the Inferiour Court of Common Pleas holden at North- <sup>166.</sup>  
am and for the County of Hampshire on the Second Tuesday of November in the fifth year of  
the Reign of the Lord the King by the Consideration of the Justices of said Court the said  
Bildad recovered against John Ingersoll of Westfield sixteen pounds Damages  
and two pounds 8/1 Cost &c. & afterwards on 18<sup>th</sup> day of February then next following  
the said Bildad sued out the Writ of Ex<sup>co</sup>. in due form of Law directed to said Sheriff for his  
Deputies commanding them to levy the said Sum and pay the same to the said Bildad  
&c. and afterwards on same day delivered the said Execution to Messrs Dewey a Dep<sup>y</sup>  
under of Oliver to execute and return but he never returned of same &c. and for his said  
Neglect the s<sup>d</sup>. Oliver & Supervisor is chargeable &c. as fully set forth in the writ -  
The Plt. appears by John Worthington by his Attorney - The said Oliver being  
three times publicly called makes default of Appearance here -

Therefore it is considered by the Court that the said Bildad do recover against  
the said Oliver Nineteen pounds eighteen shillings and two pence of lawful money  
Damages and Cost of Court taxed at one pound sixteen shillings and ten pence & thereof

Benjamin Day Gent<sup>l</sup>. and Margaret Jones Gentlewoman both of Springfield in the <sup>Jones's</sup>  
County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of <sup>167</sup>  
said Springfield gent<sup>l</sup>. dec<sup>d</sup>. Plt. vs Bildad Fowler of Westfield in s<sup>d</sup>. County yeoman <sup>Fowler</sup>  
def<sup>t</sup>. in a plea of the Case for that the said Bildad at s<sup>d</sup>. Springfield on the last day



238  
Jones's  
Executors  
vs  
Fowler  
167  
of August last past was justly indebted to the said Cornelius then living the sum of  
Twenty five Pounds 6s. lawful money to balance accounts according to the account annexed  
to the Plt's Writ and then and there he the said Billed assumed on himself and to the s<sup>d</sup>  
Cornelius faithfully promised to pay him the same on demand yet the said Billed tho'  
often requested hath never paid the same either to the said Cornelius in his life time nor to  
the Executors since the said Cornelius' Death tho' by them often requested but neglects it to  
the Damage of the said Executors as they say £50- The said Parties come into Court now  
here and with the leave of the Court enter into a rule to refer the Case to the final Determina-  
tion and award of Messrs Ebenezer Hunt of Northampton Gent. Nathaniel Brewer of Spring-  
field Gent. and John Mosely of Westfield Gent. or any two of them Arbitrators mutually  
chose by the said Parties to be made upon the premises and returned into this Court to whom  
may be and they have a day before the Lord the thing here until the second Tuesday of Nov. next.

Partridge  
vs  
Hitchcock  
24 168-  
Oliver Partridge of Hatfield in the County of Hampshire Esq. and Sheriff of the said County plt. vs  
George Hitchcock yeoman Luke Hitchcock yeoman and Moses Church yeoman all of Springfield  
in the County of Hampshire Defs. in a plea that they render to him four thousand pounds  
which to him they owe and from him unjustly detain and whereon said Oliver says that  
at said Springfield on the fourth day of June in the fourth year of the Reign of our Lord the  
King the said George Luke and Moses by their bond of that date under their hands and seals  
in Court to be produced bound and obliged themselves to him in the sum of four thousand  
pounds to be paid him on demand yet said George Luke and Moses tho' often requested  
have never paid the same or any part thereof but unjustly neglect it to the Damage  
of the said Oliver £4000- The parties come here and humbly move that they may  
have a further day before the Lord the thing here until the second Tuesday of November  
next ensuing and it is granted them.

Sacket  
vs  
Sacket  
169  
Erastus Sacket late of Westfield in the County of Hampshire now of Pittsfield in the  
County of Berkshire yeoman plt. vs Abigail Sacket of Westfield aforesaid Widow &  
Relict of Joseph Sackett late of said Westfield yeoman decd. Defs. in a plea that she  
render to said Erastus five hundred pounds which to him she owes and from him  
unjustly detains and whereon he says that at said Springfield on the 12<sup>th</sup> day of Oct. in  
the thirty first year of the Reign of his late majesty King George the second the said  
Abigail by her bond under her hand and seal of that date in Court to be produced bound  
and Obligated herself to the said Erastus in the said sum of five hundred pounds to be  
paid to the said Erastus on demand yet the said Abigail tho' often requested hath  
never paid the same or any part thereof but unjustly neglects it to the Damage  
of the said Erastus £500- The Plt. appears by John Worthington and Joseph Hawley  
Esq. his Attornies - And the said Abigail by Moses Bliss Gent her attorney comes &  
defends the force and Injury when & also referring to herself liberty to alter her  
plea and waive her demurrer and make any new plea on the Trial of & appeal  
says that the Plaintiffs Declaration is insufficient in Law and that she has no  
need neither is she holden by the Law of the Land to answer thereto and this she  
is ready to verify and thereof prays Judgment and Judgment for her Cost.

And the said Erastus the Plt. consenting to said Reservation says his Declara-  
tion is sufficient - Thereupon all and singular the premises whereupon the  
said Parties have put themselves upon the Judgment of this Court being seen and  
fully understood by the Court of the Lord the thing now here for that it appears to  
the said Court that the said Declaration and the matters therein contained are  
good and sufficient in Law to maintain the Action of the s<sup>d</sup> Erastus thereupon against the



The said Abigail Sacket and for that it seems to said Court that the Deceased ought to receive his debt aforesaid against the <sup>1<sup>st</sup></sup> Abigail - Therefore it is considered that the said Deceased do recover against the said Abigail the sum of five hundred pounds of lawful money Debt and Cost of Court taxed at two pounds & 4s. and thereof he may have his Execution &c. The said Abigail by her said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature Court of Assize to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with sureties as the Law directs for the said Abigail's prosecuting the appeal with effect as by the said Recognizance on file appears.

William Rogers of Greenwich in the County of Hampshire yeoman plt. vs Joel Ely of Springfield in said County yeoman deft. in a plea of the Case for that <sup>1<sup>st</sup></sup> Joel at said Springfield on the 15<sup>th</sup> day of Oct. last by his note for Value received promised the P<sup>t</sup>. to pay and deliver him one hundred Gallons of good west India rum at Lieut. Job Alwors' wharf in Springfield within four days, and the <sup>1<sup>st</sup></sup> William says that <sup>1<sup>st</sup></sup> Rum w<sup>d</sup> have been worth 3/6 p<sup>r</sup> Gallon there and that tho' he was always ready there to receive of same yet said Joel hath not paid it &c.

The plt. appears by John Worthington by his attorney - The said Joel being three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said William do recover against the said Joel fifteen pounds of lawful money Damages and Cost of Court taxed at one pound eighteen Shillings & nine pence & thereof he Execution in Sept: 20<sup>th</sup> 1766.

Reuben Welding of Hatfield in the County of Hampshire yeoman plt. vs Hearar Trary Jun<sup>r</sup> and Phineas Trary yeomen both of Hatfield aforesaid Def<sup>t</sup>. in a plea that they render to <sup>1<sup>st</sup></sup> Reuben sixty pounds which they by their bond bound themselves to pay him or as on file - The said Reuben being three times publicly called to come into Court is Nonfuit & the said Hearar & Phineas in like manner defaulted & action dismissed.

Benjamin Cotton of Springfield in the County of Hampshire yeoman plt. vs James Sheldon of Springfield aforesaid yeoman deft. in a plea of trespass for that said James at said Springfield on the first day of March last and at divers days, and times between the said first day of March and the last day of May last did with force and arms break and enter one Close of said Benjamin there lying in the middle Division of the Outward Commons on the east side of Connecticut River bounding north on the North side of the lot there originally laid out to Obadiah Miller formerly of <sup>1<sup>st</sup></sup> Springfield dec<sup>d</sup>. and Southerly on the South line of <sup>1<sup>st</sup></sup> lot there originally laid out to one Jonathan Burt formerly of <sup>1<sup>st</sup></sup> Springfield dec<sup>d</sup>. and bounding east on Chiquapi River and west on a line running north and South three quarters of a mile from the west end of said Division of Commons and being so entered of said James with force and arms as aforesaid cut down and destroyed two hundred of the Plaintiff's trees then and there growing of the Value of Six pounds and thirty rods of fence on said same Close with force and arms as aforesaid erected and set up contrary to Law and the King's peace and to the damage of the <sup>1<sup>st</sup></sup> Benjamin £7. - The parties come here and agree to refer this Case w<sup>th</sup> final determination and award of William Lutt of Palover Gent<sup>l</sup>. Paul Langdon yeoman & Nathaniel Warriner yeoman both of Wilbraham or any two of them (Arbitrators mutually chose by the <sup>1<sup>st</sup></sup> Parties) to be made upon & premises and returned into this Court w<sup>th</sup> soon as may be and they have a day before the Lord the King here until the Second Tuesday of November next ensuing.



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Phineas Merick of Monson in the County of Hampshire yeoman plt. vs In: Morgan  
Merick }  
Morgan }  
173- }  
Jurat of Springfield in y<sup>e</sup> said County Gent. Deft. in a plea of the Case for that s<sup>r</sup> John  
at s<sup>r</sup> Springfield on the 22<sup>d</sup> day of Oct<sup>r</sup> last by his note for Value rec<sup>d</sup> promised the said  
Phineas to pay him three pounds 19<sup>s</sup> on demand with Interest &c as on file -  
The said Phineas by John Worthington by his Attorney appears - The said John Morgan  
being three times publicly called to come into Court makes Default of Appearance -  
Therefore it is considered by the Court that the said Phineas do recover against  
the s<sup>r</sup> John Morgan four Pounds three shillings and one penny of lawful money Dam<sup>s</sup>  
and Cost of Court taxed at one pound 14<sup>s</sup> 10<sup>d</sup> & thereof &c Ex<sup>te</sup> in 24<sup>th</sup> Nov: 1766 -

King  
Bates }  
174 }  
William King Jurat of Suffield in the County of Hampshire yeoman plt. vs John  
Bates of Granville in y<sup>e</sup> said County yeoman deft in a plea of the Case for that s<sup>r</sup>  
said John at Springfield afores<sup>d</sup> on the first day of Oct<sup>r</sup> AD 1764 by his note for  
Value rec<sup>d</sup> promised the said William to pay him seven pounds 10<sup>s</sup> by the first  
of January then next with interest &c but hath not &c - The plt. by John Worthing  
ton by his attorney appears - The said John Bates being three times publicly  
called to come into Court make makes default of Appearance here -  
Therefore it is considered by the Court that the said William do recover ag<sup>t</sup>  
the said Bates eight Pounds seven shillings and three pence of lawful money Dam<sup>s</sup> &c  
Cost of Court taxed at one pound 12<sup>s</sup> 10<sup>d</sup> & thereof &c Ex<sup>te</sup> in 24<sup>th</sup> Nov: 1766 -

Day and  
Jones vs  
Caper }  
175 }  
Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in  
the County of Hampshire Plt<sup>s</sup> vs Samuel Caper of Belcherstown in y<sup>e</sup> County  
yeoman Deft. in a plea of the Case for that said Samuel at s<sup>r</sup> Springfield on  
the 9<sup>th</sup> day of August last past by his note for Value received promised the said  
Benjamin and Margaret to pay them five pounds & seven pence on demand with  
Interest &c but hath not &c as in & Writ - The Plt<sup>s</sup> appear by John Worthington by  
their Attorney - The s<sup>r</sup> Samuel being three times publicly called makes Default  
of Appearance in Court - Therefore it is considered by the Court that the s<sup>r</sup> Benj<sup>a</sup>  
and Margaret do recover against the said Samuel five pounds six shillings &  
eleven pence one farthing of lawful money Damages and Cost of Court taxed at  
one pound 12<sup>s</sup> 9<sup>d</sup> and thereof they may have their Ex<sup>te</sup> in 24<sup>th</sup> Nov: 1766 -

Jones's  
Exec<sup>rs</sup> vs  
Colton }  
176 }  
Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in y<sup>e</sup> County  
Executors of y<sup>e</sup> last Will and Testament of Cornelius Jones late of said Springfield Gent<sup>l</sup> Deft<sup>s</sup>  
of Hampshire Plt<sup>s</sup> vs Benjamin Colton of s<sup>r</sup> Springfield yeoman deft in a plea of the  
Case for that the s<sup>r</sup> Benjamin Colton at said Springfield on the first day of July AD 1765  
was justly indebted to the said Cornelius then living the sum of four pounds 16<sup>s</sup> 8<sup>d</sup> lawful  
money to balance ~~his~~ accounts according to the account annexed to the Plt<sup>s</sup> Writ and  
then and there in Consideration thereof assumed on himself and to the s<sup>r</sup> Cornelius  
faithfully promised to pay him the same on demand yet y<sup>e</sup> said Benjamin tho  
often requested hath not paid the same sum to y<sup>e</sup> s<sup>r</sup> Cornelius whilst he lived nor  
hath he paid it to the Executors since his death tho' by them often requested to their  
damages £7.0 - The s<sup>r</sup> Benjamin Day and Margaret Jones by John Worthington  
by their Attorney and the said Colton by Jonathan Bliss Gent<sup>l</sup> his Attorney now come  
here and refer this Case to the final Determination and award of Nath<sup>l</sup> Brewer Gent<sup>l</sup>  
Abner Smith Gent<sup>l</sup> and Reuben Bliss yeoman all of Springfield aforesaid or any  
two of them Arbitrators mutually elected and named by the said Parties, to be made  
upon the premises and returned into this Court so soon as may be and the s<sup>r</sup>  
Parties have a day before the Lord the thing here until the second Tuesday of  
November next ensuing -



Nathan Rowlee of Springfield in the County of Hampshire yeoman plt. vs Luke Hitchcock  
of Granville in the 1<sup>st</sup> County yeoman deft. in a plea of the Case for that the 1<sup>st</sup> Luke at said  
Springfield on the 13<sup>th</sup> day of May AD 1765 by his note for Value rec<sup>d</sup>. promised 2<sup>d</sup> Nathan to  
pay him fourteen pounds within six months with the Interest &c but hath not paid of same  
The P<sup>t</sup> appears by John Worthington by his attorney - The said Luke being three times pub-  
licly called makes default of Appearance here - Therefore it is considered by the Court that 2<sup>d</sup>  
said Nathan do recover against the said Luke fifteen pounds one shilling and six pence of lawful  
money Damages and Cost of Court taxed at one pound 14/3. & thereof - In n<sup>o</sup>. 25<sup>th</sup> Sept: 1766 -

Benjamin Day Gent<sup>l</sup> and Margaret Jones Gentlewoman both of Springfield in 2<sup>d</sup> County of  
Hampshire Executors of the last will and Testament of Cornelius Jones late of 2<sup>d</sup> Springfield  
Int<sup>l</sup>. de<sup>d</sup>. P<sup>t</sup>. vs Aaron Nelson of Palmer in the said County yeoman deft. in a plea of 2<sup>d</sup> Case  
for that the said Aaron at said Springfield on the 20<sup>th</sup> day of June last past being justly  
indebted to 2<sup>d</sup> said Cornelius then living Seven pounds 16<sup>s</sup> to balance accounts according to the  
account annexed to the P<sup>t</sup>. Writ he the 1<sup>st</sup> Aaron in Consideration thereof promised the said  
Cornelius to pay him the same on demand but never paid it to him or the said Executors &c as  
in the Writ The P<sup>t</sup> appears by John Worthington by their Attorney - The 1<sup>st</sup> Aaron being three  
times publicly called makes default of Appearance here - Therefore it is considered by the Court  
that the said Benjamin and Margaret in their 2<sup>d</sup> Capacity do recover against the 1<sup>st</sup> Aaron  
Seven pounds Sixteen shillings and ten pence of lawful money Damages and Cost of Court  
taxed at one pound 13/3. & thereof they may have their Execution In n<sup>o</sup>. 20<sup>th</sup> Sept: 1766 -

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford in 2<sup>d</sup> County  
of Hampshire and David M<sup>r</sup>. Murray & Jane M<sup>r</sup>. Murray both of 1<sup>st</sup> Blandford infants &  
Children of George M<sup>r</sup>. Murray late of Blandford aforesaid dec<sup>d</sup>. and Susannah M<sup>r</sup>. Murray  
his wife who was formerly Susannah Taggart and is dec<sup>d</sup>. and which said David and  
Jane the Infants sue by Jane Taggart of said Blandford their Grand mother and next  
friend P<sup>t</sup>. vs Silvanus Perry of Westfield in the said County of Hampshire yeoman  
Deft. in a plea of Ejectment wherein the said Nathaniel James David and Jane the  
P<sup>t</sup>. Plaintiffs demand against the said Silvanus one Mesuage viz a mansion house barn  
and forty <sup>two</sup> acres of Land lying and being in said Westfield being a farm commonly call<sup>d</sup>  
and known by the name of Whipperrung lying on Westfield River and bounds at one  
easterly corner of it at the mouth of the brook that runs into said River there theme ex-  
tends up the said River one hundred and twenty rods and is forty rods in width at each  
end and extends round by the foot of the mountain so as to make the quantity of forty  
two acres with the Appurtenances as the Right and Inheritance of the said Nathaniel  
James David and Jane whereof George M<sup>r</sup>. Murray unjustly and without Judgment  
disseised Samuel Taggart late of said Blandford Sur<sup>or</sup>. yeoman dec<sup>d</sup>. and say that said  
Samuel Taggart within twenty years last past was seized of said Mesuage Land and  
Tenement demanded with the Appurtenances in his own Right as of his inheritance &  
Right in a peaceable time in the reign of his late Majesty King George the second taking  
the profits thereof to the Value of forty shillings and the said George unjustly and without  
Judgment disseised him and from the said Samuel the Right to the said Land and  
Premises with the Appurtenances descended and came to Samuel Taggart more lately  
of 1<sup>st</sup> Blandford yeoman dec<sup>d</sup>. father of 2<sup>d</sup> Samuel first named and from the said Samuel  
his father the Right to the said Land and Premises with the Appurtenances descended  
and came to the said Nathaniel James David and Jane to hold the same in 2<sup>d</sup> following  
Proportion viz One half part thereof to the said James and one fourth part thereof to  
the said Nathaniel and one fourth part thereof to the said David and Jane as Children  
and legal Representatives of 2<sup>d</sup> Susannah late Daughter of said Samuel Taggart last  
deceased



240  
Taggart  
et al.  
vs  
Perry  
179

deceased and that the said Silvanus had no entry into the Messuage and Land aforesaid but by Biddad Fowler to whom the said George demised the same and who unjustly and without Judgement disseised the said Samuel first aforesaid yet the said Silvanus now unjustly withholds the same from the demandants to y<sup>e</sup> Damage of the said James Nathaniel David and Jane suing as aforesaid as they say £200

The Plt. appear by John Worthington by their attorney - And the said Silvanus by Joseph Hawley by his attorney comes and defends the Right to and to y<sup>e</sup> Warrant thereof against the demand of the Demandants vouchers Biddad Fowler of Westfield in the said County of Hampshire whose deed of bargain and Sale with warranty against all men to him the said Silvanus and his heirs he has & prays that this Action may be continued to the next Term of this hon<sup>ble</sup> Court that he may have time to make Summons in the County of him the said Biddad then to warrant the said premises to him the said Silvanus against y<sup>e</sup> demand above and y<sup>e</sup> parties have a day before y<sup>e</sup> Court until the Second Tuesday of November next ensuing accordingly

Hitchcock  
vs  
Hitchcock  
180

Samuel Hitchcock of Springfield in the County of Hampshire yeoman pl<sup>t</sup>. vs George Hitchcock of s<sup>d</sup> Springfield yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County of Hampshire Def<sup>t</sup>. in a plea of the Case for that the said George at Springfield aforesaid on the twenty third day of March 1765 by his promissory note in writing under his hand of that date for Value rec<sup>d</sup>. promised the said Samuel to pay him the sum of twenty five pounds two Shillings and five pence two farthings lawful money on demand with lawful interest yet the said George tho' often requested hath never paid the contents of said note or any part thereof but neglects it to the Damage of the said Samuel £38 - The pl<sup>t</sup>. appears by John Worthington by his attorney - And it being certified by y<sup>e</sup> Court of the Lord the King now here that the said George at y<sup>e</sup> time of the service of the Pl<sup>t</sup>'s Writ was and ever since hath been out of this Province it is considered that this Action be continued to the next Term of the Court to be holden at North<sup>am</sup> in and for s<sup>d</sup> County on the Second Tuesday of November next ensuing

Dynchon  
vs  
Dewey  
181

George Dynchon of Springfield in the County of Hampshire Gent<sup>l</sup>. pl<sup>t</sup>. vs Moses Dewey Gent<sup>l</sup>. Moses Dewey Jun<sup>r</sup>. yeoman and John Ingersoll Gent<sup>l</sup>. all of Westfield in the County of Hampshire Def<sup>t</sup>. in a plea of the Case for that y<sup>e</sup> said Moses Dewey Moses Dewey Jun<sup>r</sup>. and John at said Springfield on the 27<sup>th</sup> day of August last past by their note for Value rec<sup>d</sup>. promised the said George to pay him twenty four pounds on demand with us<sup>e</sup> as in the Writ - The pl<sup>t</sup>. appears by John Worthington by his attorney - The said Moses Dewey Moses Dewey Jun<sup>r</sup>. and John Ingersoll being three times publicly called make Default of appearance here - Therefore it is considered by the Court that the said George do recover against the said Moses Dewey Moses Dewey Jun<sup>r</sup>. and John Ingersoll twenty five pounds and nine Shillings of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and 10<sup>s</sup> thereof In<sup>te</sup> in<sup>te</sup> 20<sup>th</sup> Sept<sup>r</sup> 1766

Cooley  
vs  
Hitchcock  
et al.  
182

Abel Cooley yeoman and Jacob Cooley Yeoman both of Springfield in y<sup>e</sup> County of Hampshire Executors of the last Will and Testament of Obadiah Cooley late of s<sup>d</sup> Springfield Gent<sup>l</sup>. Dec<sup>r</sup>. pl<sup>t</sup>. vs Venerer Hitchcock Jun<sup>r</sup>. yeoman and Charles Colton yeoman both of Springfield aforesaid Def<sup>t</sup>. in a plea of the Case for that said Venerer and Charles at said Springfield on the 17<sup>th</sup> day of July Anno Dom<sup>i</sup> 1764 by their note for Value Rec<sup>d</sup>. promised the said Obadiah then living to pay him eight pounds q<sup>rt</sup>. in Six Weeks with interest till paid but never paid the same to y<sup>e</sup> said Obadiah while he lived nor to the said Executors since his Death but neglected to

The



The Plt. by John Worthington by their Attorney appears. The said Benner and Charles tho' three times publicly called make default of appearance in Court.

Therefore it is considered by the Court that the said Abel and Jacob in their said Capacity do recover against the said Benner and Charles three pounds and two shillings of lawful money Damages and Cost of Court taxed at one pound twelve shillings and eight pence and thereof they may have their Execution Ex. ipso 20<sup>th</sup> Sept. 1766.

Josiah Doughty by and John Worthington Esq. both of Springfield in the County of Hampshire Plt. vs Noah Allen of Greenfield in the same County yeoman debt in a plea of the Case for that 1<sup>st</sup> Noah at said Springfield on the 16<sup>th</sup> day of Nov. Anno Domini 1761 by his note for Value recd. promised the Plt. and one Jacob White then living since dec. to pay them seven pounds 9/4<sup>1</sup>/<sub>4</sub> on demand with interest but never paid of same to the Plt. and 2<sup>d</sup> Jacob while he lived nor to the Plt. since he was on file. The Plt. appears by 2<sup>d</sup> Worthington. The said Noah being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Josiah and John do recover against the said Noah eight pounds nine shillings and three pence of lawful money damages and Cost of Court taxed at One pound 17/2 & thereof he may have his Execution Ex. ipso 24<sup>th</sup> Nov. 1766. 183.

John Worthington of Springfield in the County of Hampshire by plt. vs Moses Scott of Bernardston in y<sup>e</sup> same County yeoman debt in a plea of y<sup>e</sup> Case for that the 1<sup>st</sup> Moses at Springfield afores. on the thirtieth day of August A.D. 1762 by his note for Value recd. promised the 1<sup>st</sup> John to pay him or order two pounds 5/ on demand with Interest. Also for that he 2<sup>d</sup> Moses thereon y<sup>e</sup> last day of August last past being justly indebted to y<sup>e</sup> Plt. by for labour &c. promised him y<sup>e</sup> same on demand &c. as in the writ. The Plt. appears. The said Moses being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the 1<sup>st</sup> John do recover against the said Moses Three pounds two shillings and two pence of lawful money Damages and Cost of Court taxed at one pound 17/6 & thereof he may have his Execution Ex. ipso 20<sup>th</sup> Sept. 1766. 184.

John Morely of Westfield in the County of Hampshire Gent. Plt. vs Daniel Dana of Cambridge in y<sup>e</sup> County of Middlesex yeoman debt in a plea of the Case for that the said Daniel at Springfield afores. on the 10<sup>th</sup> of March last past by his note for Value Received promised the said John to pay him or his order twenty pounds on demand with lawful Interest for the same till paid but hath not done it &c. The Plt. appears by John Worthington by his Attorney. The said Daniel being three times publicly called do come into Court makes Default of appearance here. Therefore it is considered by the Court that the said John Morely do recover against y<sup>e</sup> said Daniel Dana twenty pounds thirteen shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds 9/6 & thereof he may have his Execution Ex. ipso Sept. 20<sup>th</sup> 1766. 185.

John Morely of Westfield in the County of Hampshire Gent. Plt. vs Sylvester Gardner of Boston in the County of Suffolk by, Debt. in a plea of the Case for that whereas the 1<sup>st</sup> Sylvester and one William Jepson of Hartford in y<sup>e</sup> County of Hartford in y<sup>e</sup> Colony of Conn. a licentiate Physician and Apothecary on the 21<sup>st</sup> day of May 1761 and ever afterwards until the last day of Nov. 1764 at said Springfield were partners in the Way of merchandizing and jointly negotiating and using Commerce together & Whereas on y<sup>e</sup> same 21<sup>st</sup> of May 1761 at 1<sup>st</sup> Springfield one Hugh Morison of Colrain made & delivered to y<sup>e</sup> 1<sup>st</sup> Gardner and Jepson his promissory note whereby for Value recd. he promised them or their order £62. 12. 6 within two years with lawful Interest of which sum he afterwards paid them on y<sup>e</sup> 22<sup>d</sup> of Oct. 1761 £20. in part & afterwards at 1<sup>st</sup> Springfield on the 186.



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Morely  
Gardiner  
Aug 186  
on the thirtieth day of Sept: 1763. the said Gardiner & Jepson being partners as afores<sup>d</sup>. the s<sup>d</sup>.  
Jepson did for himself and the said Gardiner indorse the same note and order of Residue  
of the Contents then due to be paid to y<sup>e</sup> s<sup>d</sup>. Morely Who afterwards shewed of same  
& Indorsement afores<sup>d</sup>. to the said Hugh and requested him to pay y<sup>e</sup> s<sup>d</sup>. Residue and the  
said Hugh then refused and hath ever since refused to pay & same of which y<sup>e</sup> s<sup>d</sup>.  
at s<sup>d</sup>. Springfield on the first day of January 1764 gave the said Gardiner and Jepson  
Notice and by reason of s<sup>d</sup>. Premises they became liable to pay and accordingly promised  
the plt. to pay him the Residue of the Contents of s<sup>d</sup>. note All which is more fully set  
forth in the s<sup>d</sup>. Writ. The plt. appears by John Worthington by his attorney  
The said Sylvester being three times publicly called to come into Court makes default  
of Appearance here. Therefore it is considered by the Court that the said John  
Morely do recover against the said Sylvester Gardiner by fifty seven pounds one  
Shilling and four pence of lawful money Damages and Cost of Court taxed at two  
pounds nine Shillings and six pence & thereof &c. Ex<sup>o</sup> u. 24<sup>th</sup> Sept: 1766 —

Partridge  
vs  
Hitchcock  
187  
Oliver Partridge of Hatfield in y<sup>e</sup> County of Hampshire by and Sheriff of y<sup>e</sup> same  
County plt. vs Luke Hitchcock of Granville in the said County yeoman deft. in  
a plea of the Case for that the said Luke at said Springfield on the 13<sup>th</sup> day of Nov<sup>r</sup>  
Anno Dom<sup>i</sup> 1761 by his note for Value rec<sup>d</sup> promised the plt. to pay him or order y<sup>e</sup>  
sum of twenty three pounds 2/3 with interest &c as in the Writ. The plt. appears  
by John Worthington by his attorney. The said Luke being three times publicly called  
makes Default of Appearance in Court. Therefore it is considered by the Court  
that the said Oliver do recover against the said Luke Twenty three pounds  
Sixteen Shillings and eight Pence of lawful money Damages and Cost of Court  
taxed at Two pounds one Shilling & thereof &c. Ex<sup>o</sup> u. Sept: 20<sup>th</sup> 1766 —

Morely  
vs  
Kathan  
188  
John Morely of Westfield in the County of Hampshire Gent: plt. vs Charles Kathan of Rox-  
bury in the County of Suffolk yeoman deft in a plea of the Case for that the s<sup>d</sup>. Charles  
at said Springfield on the Eleventh day of March last by his note for Value rec<sup>d</sup> promised  
the plt. to pay him or his order twenty six pounds 14s. on demand with interest &c  
The plt. appears by John Worthington by his attorney. The said Charles being three  
times publicly called to come into Court makes Default of Appearance here  
Therefore it is considered by the Court that the said John Morely do recover against  
the s<sup>d</sup>. Charles Kathan twenty seven pounds nine Shillings & one penny of lawful money  
Damages and Cost of Court taxed at two pounds nine Shillings & six pence & thereof &c  
Ex<sup>o</sup> u. s<sup>d</sup>. Sept: 20<sup>th</sup> 1766 —

Elly Hall  
vs  
Partridge  
Ex<sup>o</sup> 189  
John Elly yeoman and Justin Elly Gent: both of Springfield in the County of Hampshire  
plt: vs Oliver Partridge of Hatfield in the County of Hampshire by and Sheriff of y<sup>e</sup> same  
County Deft. in a plea of the Case for that Whereas at the Superior Court of Judicature  
or holden at Springfield aforesaid on the fourth Tuesday of September in the fourth year  
of the Reign of the Lord the King the said John and Justin recovered against William  
Worthington of said Springfield Gent: Seventeen Pounds Six Shillings and nine pence  
lawful money Damages and two pound nineteen Shillings and four pence for their Costs  
and Charges about their Suit expended whereof the said William is unwit and Whereas  
afterwards viz on the seventeenth of Oct: then next the said John and Justin at said  
Springfield sued out the Writ of Execution on the Judgment aforesaid in form afores<sup>d</sup>.  
Recovered in form as by the Law of this Province is prescribed and directed to y<sup>e</sup> Sheriff  
of the said County of Hampshire his under Sheriff or Deputy commanding them that  
of the Goods Chattels or Lands of the said William they should cause to be paid and satisfied  
unto the plt. the aforesaid Sums with one Shilling and six pence more for that Writ  
together



together with their own fees and for want of Goods Chattels or Lands of the said William to be  
by him shewn unto them or found within their precinct to the acceptance of the S. John and  
Justin to satisfy the sum aforesaid commanding them to take the body of the S. William  
and him commit unto his majesty's goal in Springfield aforesaid and detain him in  
said goal until he should pay the sum aforesaid with their fees or that he should be discharged  
by the said John and Justin the creditors or otherwise by order of Law and that they should make  
Return of said Writ of Execution with their Doings therein into the Clerk's office of the said  
Superiour Court of Judicature & at the end of six months from the date thereof which Writ  
of Execution afterwards on the same seventeenth day of October the Plaintiffs delivered at S.  
Springfield to George Hitchcock of said Springfield then and ever since a Deputy Sheriff un-  
der said Oliver Partridge to execute and return as he was thereby commanded yet the said  
George Hitchcock in neglect of his Duty and in Contempt of the King's authority and Command  
never executed the same Writ or made any Return thereof as said Writ required but hath  
wholly refused to do it whereby the Plaintiffs have wholly lost the whole benefit of the said  
Judgment and execution with and for which neglect of said George the Deputy the said  
Oliver the Superiour is chargeable and the same is to the Damage of the said John &  
Justin as they say the sum of £30. The Plaintiffs appear by John Worthington by  
his Attorney. And the said Oliver Partridge comes and defends & when by Jonathan  
Bliss Gent. his Attorney, and reserving to himself Liberty of waving this plea and pleading any  
new matter on the Trial of the appeal says that he never promised the Plaintiffs in  
manner and form as they have declared against him and thereof puts himself  
on the Country. And the said John and Justin consenting to the above Repetition  
say that they for any thing by the said Oliver in his plea aforesaid alledged ought  
not to be precluded from having or maintaining their said Action against him  
because they say that the said Plea of the said Oliver is not a sufficient Answer to  
their Writ and Declaration and that they have no need nor are holden by Law to  
make any answer thereto and this the said John and Justin are ready to verify and  
thereof pray Judgment. And the said Oliver says that his said plea is sufficient.

Thereupon the Premises being seen and fully understood by the Court of the Lord the  
King now here for that it appears to the said Court that the plea of the said Oliver be-  
ing in manner aforesaid pleaded and the matters therein contained are not in  
Law sufficient to preclude the Plaintiffs from proceeding in their action aforesaid  
against the said Oliver and because he hath not in any manner denied their action  
Therefore it is considered by the Court that the said John & Justin do re-  
cover against the said Oliver Partridge by Twenty two pounds and ten pence two  
shillings of lawful money Damages and Cost of Court taxed at £

The S. Oliver by his Attorney above named appeals from the Judgment of  
his Court to the Superiour Court of Judicature & to be holden at Springfield in  
and for the County of Hampshire on fourth Tuesday of September next and he  
engages with Sureties as the Law directs for the said Oliver's prosecuting the  
appeal with Effect as by the said Recognizance on file appears.

Merry Taylor late of South Hadley in the County of Hampshire now of Suffield in S.  
County Widow and Relict of Joshua Taylor late of S. South Hadley yeoman deceased  
vs Lewis Teyrel of South Hadley aforesaid yeoman deft in a plea of the Case for that  
he said Lewis at said Springfield on the 26<sup>th</sup> day of Oct. Anno Dom 1763 by his note for  
value recd. promised the said Merry to pay her sixty pounds by the 26<sup>th</sup> of Oct. Anno Dom  
1765 with lawful Interest for the same till paid but hath not paid the same to her Damages  
£60. The Deft. appears by John Worthington by his Att. The S. Lewis being three times publicly

17  
Partridge  
1789

Taylor  
vs  
Teyrel  
1790



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publicly called to come into Court makes default of Appearance here

Taylor  
April  
190  
Therefore it is considered by the Court that the said Merry do recover against the s<sup>d</sup> Lewis  
Seventy pounds four shillings and ten pence of lawful money Damages and Cost of Court  
taxed at one pound 16/6<sup>d</sup> and thereof she may have her Exce<sup>t</sup> Ex<sup>is</sup> May 6<sup>th</sup> 1767

Miller  
or  
Hly-  
191  
Heber Miller of Springfield in the County of Hampshire yeoman Plt. vs Joel Hly of the s<sup>d</sup> Springfield  
yeoman Deft. in a plea of the Case for that the said Joel at said Springfield on the eighth day  
of May last by his note for Value rec<sup>d</sup> promised the s<sup>d</sup> Heber to pay him ten pounds 3/-  
on Demand with up<sup>d</sup> as in & Writ. The Plt. by John Worthington by his Attorney appears  
The said Joel being three times publicly called makes Default of Appearance in Court.  
Therefore it is considered by the Court that the said Heber do recover against the s<sup>d</sup> Joel  
Ten pounds six shillings three pence of lawful money Damages and Cost of Court taxed  
at one pound 13/2<sup>d</sup> and thereof he may have his Exce<sup>t</sup> Ex<sup>is</sup> 25<sup>th</sup> May 1767

Towler  
or  
Barlo  
192  
Abner Towler of Westfield in the County of Hampshire yeoman Plt. Nathan Barlo of  
Granville in the said County yeoman deft. in a plea of the Case for that the s<sup>d</sup> Nathan  
at said Springfield on the 24<sup>th</sup> day of May last by his note for Value rec<sup>d</sup> promised y<sup>e</sup>  
Plt. to pay him forty pounds on demand yet hath not paid it &c The Plt. appears by John  
Worthington by his attorney. The s<sup>d</sup> Nathan being three times publicly called makes  
Default of Appearance here. Therefore it is considered by the Court that the said  
Abner (with his agent) do recover against the s<sup>d</sup> Nathan twenty pounds of lawful money  
Damages & Cost of Court taxed at one pound 15/10<sup>d</sup> and thereof Ex<sup>is</sup> 24<sup>th</sup> Sept. 1766

Ingersoll  
or  
Towler  
193  
John Ingersoll of Westfield in the County of Hampshire Gent. Plt. vs Biddad Towler of  
Westfield afores<sup>d</sup> yeoman deft. in a plea of the Case for that the said Biddad at said  
Springfield on the last day of May last being justly indebted to the said John in the  
Sum of five Pounds six shillings and three pence to balance book accounts according  
to the Account annexed to the s<sup>d</sup> Writ he the said Biddad then and there in Considera:  
tion thereof promised the said John to pay him the same on demand, And also for  
that the said Biddad at said Springfield on the 14<sup>th</sup> day of April A.D. 1765 being  
justly indebted to the said John in the Sum of three pounds 12/- for so much money  
by him the said Biddad then and there rec<sup>d</sup> of the said John to his the said John's use  
he the said Biddad then and there in Consideration thereof promised the said John  
to pay him the said Sum of three pounds 12/- on demand yet the said Biddad  
tho<sup>t</sup> often requested hath never paid the said Sum or any part thereof but unjustly  
neglects to do it to the damage of the said John the Sum of £15- The s<sup>d</sup> John  
Ingersoll appears by John Worthington by his Att<sup>r</sup>. And the s<sup>d</sup> Biddad Towler by  
John Phelps Gent. And Simon Strong Gent<sup>r</sup> his Attorney comes into Court & defends  
& and referring to himself liberty to alter his plea at the Trial of the Appeal saith  
that he never signed the note declared on against him and thereof prays Judgment &  
Judgment for his Cost. And the said John Ingersoll consenting to s<sup>d</sup> Reservation  
saith that the plea above pleaded by the said Biddad is an insufficient Answer to y<sup>e</sup>  
Plt. Declaration because the said Biddad hath not denied the Plt. Declaration nor  
made any answer thereto the said John says he is not holden by the Law of Land  
to make any answer to it and thereof the said John prays Judgment and Judg<sup>t</sup>  
for his Cost. And the said Biddad saith that his plea above pleaded is sufficient.  
Thereupon the Premises being seen and by the Court of s<sup>d</sup> Lord the Thing now here  
fully understood for that it appears to the said Court that the afores<sup>d</sup> plea of the s<sup>d</sup>  
Biddad by him in manner aforesaid pleaded and the matter therein contained  
are not sufficient in Law to preclude the Plt. from having his Action afores<sup>d</sup> maintain<sup>d</sup>  
again<sup>d</sup>



against the said Biddad and that he ought to receive his Damages. Therefore it is considered by the Court that the said John Ingersoll do recover against the said Biddad <sup>Ingersoll</sup> <sup>or</sup> <sup>Fowler</sup> eight Pounds, eighteen shillings and three pence of lawful money Damages & Costs of this Suit & 193.

The said Biddad by Mr. Phelps his attorney above named appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Biddad, prosecuting his Appeal with Effect as by the said Recog<sup>n</sup> on file appears.

Thomas Morgan of Pittsfield in the County of Berkshire yeoman plt. vs Elijah Rogers of Springfield in the County of Hampshire yeoman def. in a plea of the Case for that the said Elijah at Springfield aforesaid on the fifth day of June AD 1764 by his note for Value received promised the said Thomas to pay him eight Pounds 3/8 on demand with interest & yet has not paid of same &c. The plt. appears by John Worthington by his attorney. The said Elijah being three times publicly called makes default of appearance in Court.

Therefore it is considered by the Court that the said Thomas do recover against the said Elijah Nine Pounds five shillings and eight Pence of lawful money Damages and Cost of Court taxed at Two pounds 5/6 & there of &c. In. i. 2. Oct. 17th 1766.

Moses Field of Springfield in the County of Hampshire yeoman plt. vs George Pyrchon of the 1<sup>st</sup> Springfield Gent. Def. in a plea of the Case for that the said George at 1<sup>st</sup> Springfield on the fifth day of May last past by his promissory note in writing under his hand of that date for Value rec<sup>d</sup> promised the said Moses to pay him twenty nine pounds 17/ lawful money in one month from the date of said note with interest yet the said George tho' often requested hath never paid the Contents of said note or any part thereof but neglects it to the damage of the 1<sup>st</sup> Moses £35. The plt. appears by John Worthington by his attorney. The 1<sup>st</sup> George tho' three times publicly called to come into Court doth not come but makes default of appearance. Therefore it is considered by the Court that the said Moses do recover against the 1<sup>st</sup> George Thirty pounds eight shillings and five pence of lawful money Damages and Cost of Court taxed at one pound twelve shillings and one penny of like money and thereof he may have his Execution &c. Afterwards now at this same Term comes here the said George by Jon<sup>as</sup> Bliss Gent. his attorney and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said George, prosecuting the appeal with effect as by the said Recog<sup>n</sup> on file it appears.

Benjamin Leonard Jun<sup>r</sup> of Springfield in the County of Hampshire yeoman plt. vs Timothy Cooper of Springfield aforesaid yeoman Def. in a plea of the Case for that Whereas on the twenty eighth day of April Anno Dom<sup>i</sup> 1764 the said Timothy at said Springfield then did and for several years then last past had professed himself to be a Surgeon and pretended to be well instructed in Osteology and publicly exhibited himself as particularly skilled in bone setting in all its branches and whereas Katherine wife of the said Benjamin at said Springfield on said twenty eighth day of April 1764 unhappily languished with a transverse fracture of the principal bone in her leg near the ankle joint and with a dislocation of the bones of the same joint and a spreading and displacing of the bones of the same leg and with a grievous wound and contusion in the flesh of the same leg and the said Benjamin then and there applied to the said Timothy to care for and cure the said Katherine if he had Skill sufficient to do it and the said Timothy



243  
Leonard  
in  
Cooper  
196  
Timothy then and there professing himself Skilled in Surgery and bone setting as  
aforesaid sufficient for the cure of the said Katherine for a reasonable reward to be paid  
him therefor by said Benjamin undertook the Case Reduction and Cure of the Fracture  
Luxation and Wound aforesaid and then and there promised said Benjamin to  
perform the same in a faithful expert and skillful manner And the said Timothy  
then and there entered accordingly upon the Case and curing of the said Katherine  
of the several Disorders and Difficulties aforesaid But the said Timothy being then  
utterly unskilled in the art of <sup>Surgery and</sup> bone setting and negligent and careless about cure of  
the said Katherine and unfaithful in his attempt therefor and covetous and greedy  
of unjust gain and with a depraved and wicked mind intending him the said  
Benjamin of his money to defraud and of the cure and enjoyment of his said wife  
long to delay then and there applied improper medications to the Wound & bones  
aforesaid and made an ignorant artless and fruitless attempt to reduce and set  
the same and then and there falsely and deceitfully affirmed and declared to said  
Benjamin that he had performed every thing that pertained to the aforesaid Art for  
the cure of the said Katherine that the said bones were well set and that nothing  
more was now needed but by proper Splinters compresses and bandages to preserve  
the Articulation of <sup>the</sup> said joint safe until the Ligaments should recover their wonted  
Strength of Elasticity and Distention and the Connection of the fractured bone should  
be confirmed and strengthened by a Callus and that under pretence of aiding nature  
to this salutary purpose the said Timothy then and there bound up the said Katherine's  
broken Leg aforesaid with various bandages compresses and splinters placed & foot  
in a Wooden peck sawing down one side first to admit the <sup>r.</sup> Leg bound her foot  
firm in said measure and the measure to the frame of the bed on which she lay  
and there continued her lying in extreme pain for the space of Seven days during  
which time the said Timothy only poured large Quantities of Rum daily onto  
the said Leg and foot so kept bound up and placed and fixed as aforesaid every  
of the said disordered bones continuing all that time unreduced and the princi-  
pal bone of the said Leg so far from its proper place that the said bone and disorder  
thereof was visible on removing the bandages and dressings and the said Timothy  
all that time affirmed and declared to the said Benjamin that the said bones  
were all well set and replaced and that the wound worked well and declared to  
said Benjamin that there was no occasion of his sending for or procuring any  
other Surgeon to effect the cure of said Leg but earnestly dissuaded him there-  
from when the said Timothy well knew that the said bones were not reduced &  
disposed in their proper Situation by Means whereof the said Benjamin was  
diverted and prevented from applying to and procuring any Skillful and  
sufficient Surgeon and bone setter for relieving and curing said Katherine for  
said Space of Seven days and until the great Danger of the Loss of <sup>r.</sup> Katherine's  
Life excited and alarmed him thereto and the said Benjamin further says  
that by means of the said ignorant unskillful false negligent and deceitful  
practice of the said Timothy and the Delay of procuring better means for cure  
of said Katherine for the seven days aforesaid Occasioned by & false declarations  
and wicked Persuasions of the said Timothy the wound aforesaid became greatly  
inflamed and in great Danger of a mortification and the Reduction and re-  
disposition of said bones to their proper places impracticable and the said Benj<sup>a</sup>  
was thereby put to great and extraordinary expence to get an able Surgeon &  
bone setter able to cure the wound aforesaid so greatly increased as aforesaid and to reduce  
the <sup>r.</sup>



the said bones so far as they could be reduced after such delay and was subjected to great Anxiety and Concern for the Life of his said Wife thus by said Timothy's ill practice brought into great Danger and he thereby for a very long time was deprived of the Company and Comfort and Assistance of his said Wife and his domestic business under her Conduct and direction for a long time by that means remained unperformed and the said Benjamin obliged to expend large Sums of money for obtaining the imperfect Cure of the Wound and bones aforesaid rendered difficult and expensive by the Delay and ill practice aforesaid All which misfeasance of the said Timothy is to the Damage of the said Benjamin as he saith of sum of £40.

The Plaintiff appears by John Worthington by his Attorney And the said Timothy by Joseph Hawley by his Attorney comes defends and says that this Writ ought to be abated because he says that it is not therein set forth how long or for what time the Plt. lost the Comfort assistance and Service of his wife therein named or what Sums of money he was obliged to expend by means of the Misfeasance of the said Timothy in the said Writ alledged all which ought to have particularly set forth as the said Timothy is ready to verify and thereof prays Indgt. and that this Writ may be abated. Thereupon the Premises being viewed by the Court of the Lord the King here and by y<sup>e</sup> Court fully understood for that it seems to the said Court of the Lord the King that the matters which the s<sup>d</sup> Timothy in his plea above pleaded alleges ought to have been particularly set forth in the Plaintiff's Writ, need not have been particularly set forth therein, and that y<sup>e</sup> same Writ is good and well brought therefore it is considered that y<sup>e</sup> said Writ doth not abate. And saving y<sup>e</sup> foregoing pleas in Abatement the said Timothy comes and defends & and says that he is not guilty in manner and form as the Plt. against him in his Writ has alledged and thereof puts himself on the Country. And the Plt. likewise. Thereupon y<sup>e</sup> Jury of the Jury, agreeable to y<sup>e</sup> form and Effect of the Statutes in this Case provided, now returned and impanelled, being demanded likewise now come, Who to declare the Truth concerning the Premises being duly sworn, by their foreman Mr. Job Wood, declare upon their Oath that they find for the said Timothy & defendt. Cost of Court. Therefore it is considered by the Court that y<sup>e</sup> said Timothy do Recover against the said Benjamin five Pounds four Shillings and Six pence of lawful money allowed him the s<sup>d</sup> Timothy with his apent for the Costs and expenses of defending this Suit and thereof he may have his Execution &c.

The said Benjamin by his Attorney above named appeals from y<sup>e</sup> Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for y<sup>e</sup> said Benjamin's prosecuting the appeal with effect as by y<sup>e</sup> Recognizance on file appears.

Benjamin Day Gent. and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last will and Testament of Cornelius Jones late of said Springfield Gent<sup>l</sup> dec<sup>d</sup> p<sup>l</sup>t<sup>o</sup> vs Ebenezer Burt of y<sup>e</sup> Springfield Gentleman def<sup>t</sup> in a plea of the Case for that the said Ebenezer at said Springfield on the Sixth day of March 1765 by his promissory note in writing under his hand of that date for Value there received promised the said Cornelius then living to pay him the sum of ten pounds of lawful money within six months from y<sup>e</sup> date of said note with lawful interest yet the said Ebenezer tho' often requested hath never paid the Contents of said Note or any part thereof either to the said Cornelius whilst he lived or to the Executors since the s<sup>d</sup> Cornelius's decease tho' by them often requested but neglected.

Lemuel  
or  
Cooper  
176

Jones  
vs  
Burt  
177



244  
Jones's  
Burt  
197  
but neglects it to the Damage of the said Benjamin and Margaret in  
their said Capacity the sum of £15. The Plt. appear by John Worthington  
Esq. their Attorney. The said Ebenezer tho three times publicly called to come  
into Court doth not come but makes default of Appearance here.  
Therefore it is considered by the Court that the said Benjamin and Margaret  
Executors as aforesaid do recover against the said Ebenezer Eleven pence  
eight shillings and four pence of lawful money Damages and Cost of  
Court taxed at one pound ten shillings and ten pence and thereof they may  
have their Execution. The said Ebenezer afterwards at this same term by  
Jonathan Bliss Gent. his attorney comes here and appeals from the judg-  
ment of this Court to the Superior Court of Judicature to be holden at  
Springfield within and for the County of Hampshire on the fourth Tuesday  
of September next and he recognizes with Sureties as the Law directs for the  
said Ebenezer's Prosecuting the appeal with effect as by <sup>his</sup> Recognizance on file  
appears.

Day  
for  
Alford  
198  
Benjamin Day of Springfield in the County of Hampshire Gent. Plt. vs Elijah Alvar.  
of South Hadley in the same County yeoman deft. in a plea of the Case for that y.  
said Elijah at said Springfield on the last day of March last was justly indebted to  
the s<sup>d</sup> Benjamin in the sum of nine pounds 3/2 1/2 to balance accounts according  
to the account annexed to y<sup>e</sup> Plaintiff's Writ and in consideration thereof promised  
the said Benjamin to pay him the same on demand but never paid it to.  
The Plaintiff appears by John Worthington Esq. his attorney. The s<sup>d</sup> Elijah being  
three times publicly called to come into Court makes default of Appearance here.  
Therefore it is considered by the Court that the said Benjamin do recover against y.  
said Elijah nine pounds three shillings and two pence half penny of lawful money Dam.  
and Cost of Court taxed at one pound 10/5. & thereof <sup>he</sup> is. Sept. 20<sup>th</sup> 1766.

King  
vs  
Pelton  
199  
Titus King of Northampton in the County of Hampshire yeoman and Elisabeth his  
wife Plt. vs Ephraim Pelton of Granville in the same County yeoman Deft. in a plea  
of the Case for that the s<sup>d</sup> Ephraim at said Springfield on the 28<sup>th</sup> day of Dec. Anno Dom.  
1757 by his note for Value rec<sup>d</sup> promised the said Elisabeth, then being feme sole, to pay  
her three pounds 3/10 on demand with interest yet tho' often requested never paid the  
same to the said Elisabeth when feme sole or to y<sup>e</sup> s<sup>d</sup> Titus and Elisabeth since the Inter-  
marriage between them but neglects it to. The Plt. appear by John Worthington Esq.  
their Attorney. The said Ephraim being three times publicly called makes default  
of Appearance here. Therefore it is considered by the Court that the said ~~Ephraim~~  
Titus and Elisabeth do recover against the said Ephraim four pounds sixteen shillings  
and four pence of lawful money Damages and Cost of Court taxed at one pound  
nineteen shillings and two pence & thereof <sup>he</sup> is. Nov. 12<sup>th</sup> 1766.

Pease  
vs  
Spelman  
200  
Joseph Pease of Suffield in the County of Hampshire yeoman Plt. vs Asahel Spelman  
of Granville in the same County yeoman deft. in a plea of the Case for that y<sup>e</sup> said  
Asahel at said Springfield on the 28<sup>th</sup> day of July 1763 by his note for Value rec<sup>d</sup>  
promised the s<sup>d</sup> Joseph to pay him four pounds 10/3 3/4 on demand with interest but has  
not paid the same. The Plt. appears by John Worthington Esq. his Attorney. The s<sup>d</sup>  
Asahel being three times publicly called makes default of appearance in Court.  
Therefore it is considered by the Court that the s<sup>d</sup> Joseph do recover agt. the said  
Asahel four Pounds sixteen shillings and three pence of lawful money Damages and  
Cost of Court taxed at one pound sixteen shillings and six pence & thereof <sup>he</sup> is. Nov. 24<sup>th</sup> 1766.



Samuel Goodman of South Hadley in the County of Hampshire husbandman a Goodman  
or  
Goodman's  
Adm<sup>r</sup>  
N<sup>o</sup> 201  
minor under the age of twenty one years and who sued by Elias Symon his guardian  
Plt. vs Rebecca Goodman of South Hadley aforesaid widow and Relict of Thomas Good-  
man late of s<sup>d</sup> South Hadley yeoman dec. and Noah Goodman of said South Hadley  
yeoman Administrators on the Estate of s<sup>d</sup> Thomas Deft in a plea that s<sup>d</sup> Com<sup>r</sup>  
render to said Samuel a reasonable Account for the time that said Thomas was  
Guardian to the s<sup>d</sup> Samuel at said South Hadley and had the Care & management  
of the Real estate of the said Samuel and rec<sup>d</sup> the Issues and profits thereof and had  
the Care and Administration of the personal Estate of s<sup>d</sup> Samuel and was receiver  
of his monies there For this viz That <sup>whereas</sup> the said Thomas at said South Hadley from  
the first Day of February anno Dom 1750. to the last Day of November anno Dom  
1752 was Guardian of the said Samuel and as such had the Care & management  
and the Issues and profits of the said Samuel's Real Estate viz four Acres of mowing  
Land twenty one acres of Tillage twenty one acres of Wood Land and four ninth parts in  
Common and undivided of one mansion house and barn all in said South Hadley  
which then lately had been of the Estate of Ueazar Goodman then late of s<sup>d</sup> South Hadley  
dec. and father of the said Samuel and thereof to render his reasonable account to s<sup>d</sup>  
Samuel And during said time viz on the Seventh Day of March Anno Dom 1754.  
at said South Hadley rec<sup>d</sup> of Benjamin Peirce and Hannah his wife Administra-  
tors on the Estate of s<sup>d</sup> Ueazar dec. two hundred and seventy and eight Pounds three  
Shillings and ten pence the said Samuel's proportion of the personal Estate of his s<sup>d</sup>  
late father which the s<sup>d</sup> Thomas rec<sup>d</sup> as Guardian to the said Samuel the Plt. as afores.  
to his use to make merchandize Improvement and profit thereof for him & thereof to  
render him a reasonable account whenever he said Thomas should be thereto required  
Nevertheless the said Thomas tho' often requested never in his life time rendered to the  
said Samuel his reasonable accounts thereof nor have the said Rebekah and Noah  
or either of them tho' often requested ever rendered to said Samuel such reasonable acc<sup>t</sup>  
thereof since said Thomas's death but unjustly neglect it to the Damage of the said  
Samuel suing as aforesaid three hundred pounds - The said Samuel the Plt. by the  
said Symon his Guardian and the said Noah in his proper person come into Court  
and refer this Case to the final Determination and award of Major Benjamin Day of  
Springfield Captain Daniel White of Hatfield and Captain Joseph Root of Montague  
or any two of them (Arbitrators mutually elected by the said Parties) to be made upon  
the premises and returned into this Court so soon as may be and the said Parties  
have a Day before the Court until the second Tuesday of November next ensuing.

Josiah Dwight Esq and John Worthington Esq both of Springfield in the County of Hamp- Dwight  
Esq  
or  
Worthington  
202  
shire Plt. vs Daniel Nash <sup>late</sup> of Greenfield in the said County yeoman deft. in a plea of  
the Case for that said Daniel at said Springfield on the 15<sup>th</sup> Day of Oct<sup>r</sup> last by his  
note for Value rec<sup>d</sup> promised the Plt. to pay them or order sixteen pounds & 3<sup>d</sup>/<sub>4</sub> within  
three months from the date of s<sup>d</sup> note and Interest from the Day of Payment &c -  
The Plt. appear by the said John Worthington Esq in his proper person. The s<sup>d</sup> Daniel Nash  
being three times publicly called makes default of Appearance in Court. Therefore it  
is considered by the Court that the said Josiah and John do recover against the said  
Daniel sixteen pounds sixteen Shillings and a penny of lawful money Damages &  
Cost of Court taxed at one pound sixteen Shillings and ten pence of the like money  
And thereof they may have their Exec<sup>n</sup> &c  
Exec<sup>n</sup> is 24<sup>th</sup> November 1766 -



215  
Truman Wheeler of Great Barrington in the County of Berkshire merchant p<sup>l</sup>t. vs Joseph  
Wheeler Jones of Wilbraham in the County of Hampshire yeoman def<sup>t</sup>. in a plea of the case for that  
203 the said Joseph at said Springfield on the fifth day of April A.D. 1765 by his note for Value  
rec<sup>d</sup>. promised the said Truman to pay him or his order two pounds 18<sup>s</sup> lawful money on  
demand with use yet tho' often requested he has never paid the same. The P<sup>l</sup>t. appears  
by John Worthington by his attorney. The said Joseph being three times publicly called  
makes default of appearance in Court. Therefore it is considered by the Court  
that the said Truman do recover against the said Joseph three pounds two shillings  
and eleven pence of lawful money Damages and Cost of Court taxed at two pounds  
six shillings and six pence and thereof he may have his execution. Ex<sup>o</sup> in<sup>o</sup> 25<sup>th</sup> Sept. 1766.

Granger vs Nash  
204 Abner Granger of Suffield in the County of Hampshire yeoman p<sup>l</sup>t. vs Daniel Nash  
late of Greenfield in the said County yeoman def<sup>t</sup>. in a plea of the case for that the  
said Daniel at Springfield in y<sup>e</sup> County on the 15<sup>th</sup> day of Oct<sup>r</sup>. last past by his  
note for Value rec<sup>d</sup>. promised the said Abner to pay him six pounds 12<sup>s</sup> lawful  
money on demand with interest yet the said Daniel tho' often requested hath  
never paid the same. The P<sup>l</sup>t. appears by John Worthington by his Attorney.  
The said Daniel being three times publicly called makes Default of Appearance  
in Court. Therefore it is considered by the Court that the said Abner do  
recover against the said Daniel six pounds nineteen shillings of lawful money  
Damages and Cost of Court taxed at one pound 19<sup>s</sup> 6<sup>d</sup> thereof. Ex<sup>o</sup> in<sup>o</sup> Nov<sup>r</sup>.  
24<sup>th</sup> 1766

Loomis vs Fowler  
205 Noah Loomis of Westfield in the County of Hampshire yeoman p<sup>l</sup>t. vs Biddad Fowler of  
the same Westfield yeoman def<sup>t</sup>. in a plea of the case for that the said Biddad at said  
Westfield on the last day of August A.D. 1765 being justly indebted to the said Noah in y<sup>e</sup>  
Sum of twenty pounds seventeen shillings and ten pence two farthings for sundry articles  
of Account according to the account annexed to the P<sup>l</sup>t<sup>y</sup>. Writ he the said Biddad then &  
there in Consideration thereof promised the said Noah to pay him the same on demand  
yet the said Biddad tho' often requested hath never paid the same or any part  
thereof but unjustly neglects to do it. And also for that the said Biddad at S<sup>t</sup>. Westfield  
on the second day of December Anno Dom<sup>i</sup> 1762 rec<sup>d</sup>. of the said Noah one sorrel paining  
fat horse with a Star in the forehead with one white foot fourteen hands high to  
sell and make merchandise and profit of for said Noah and thereof to render him a  
reasonable amount And the said Biddad then and there in Consideration thereof  
promised said Noah to render him such reasonable amount accordingly whenever  
he should be thereto required yet the said Biddad tho' he sold the said horse hath never  
rendered said Noah his reasonable a/c<sup>t</sup> of Sales of said horse tho' often thereto requested  
but unjustly neglects it to the Damage of the said Noah as he saith &c.

The P<sup>l</sup>t. appears by John Worthington by his attorney. The said Biddad by Simeon  
Strong and John Phelps Gentlemen his attorneys also comes into Court and defends to  
and Reserving liberty to alter his Plea at the trial of the Appeal and make any new plea  
said that it is not his bond that is declared on and thereof prays Judgment and Judgment  
for his Costs. And the said Noah consenting to the said Reservation says that he ought  
not to be precluded from having his action against the said Biddad because the P<sup>l</sup>t. says  
says the said Biddad's plea and the matters therein contained are insufficient in  
Law and that the said Noah is not bound by the Law of the Land to make any answer  
thereto and because the said Biddad hath not denied the P<sup>l</sup>t. Declaration he prays  
Judgment for his Damages and Costs. And the said Biddad says his plea is suffici-  
ent as pleaded above. Thereupon the premises being seen and fully understood by  
the



Court of the Lord the King now here for that it appears to y<sup>e</sup> said Court of the said Lord {  
the King that the plea afores<sup>d</sup> of the said Biddad by him in manner and form above {  
pleaded is not sufficient in law to preclude the said Noah from proceeding in his {  
aid Action against the said Biddad but that he ought to receive his Damages - {  
Therefore it is considered that the said Noah do recover against the s<sup>d</sup> Biddad {  
forty pounds of lawful money Damages and Costs of this Suit &c {  
The said Biddad by Mr John Phelps his attorney abovesaid appeals from {  
the Judgment of this Court to the Superior Court of Judicature to be holden at - {  
Springfield within and for the County of Hampshire on the fourth Tuesday of {  
September next and he recognizes with Sureties as the Law directs for the said {  
Biddad's prosecuting the appeal with effect as by the said Recognizance on file appears. {

Elisha Wright of Springfield in the County of Hampshire yeoman plt. vs Ebenezer {  
Hitchcock Jun<sup>r</sup> of Springfield afores<sup>d</sup> yeoman def<sup>t</sup> in a plea of the Case for that y<sup>e</sup> said {  
Ebenezer at said Springfield on the 20<sup>th</sup> day of March last by his note for Value rec<sup>d</sup>. p<sup>ro</sup>. {  
promised the Plt. to pay him three pounds 13/8 on or before the first of May then next yet {  
he often requested hath not paid & same &c as in the Writ - The Plt appears by John {  
Worthington by his attorney - The s<sup>d</sup> Ebenezer being three times publicly called makes {  
default of Appearance in Court - Therefore it is considered by the Court that the said {  
Elisha do recover against the said Ebenezer Two pounds Sevenken Shillings and {  
a penny of lawful money Damages and Cost of Court taxed at One pound eleven {  
Shillings and four pence & thereof he may have his Ex<sup>ce</sup> 1<sup>st</sup> May 1<sup>st</sup> 1767 - {

Benjamin Dewey of Westfield in the County of Hampshire yeoman appt<sup>d</sup> or Biddad {  
Fowler of the said Westfield Appellee from a Judgment of Eldad Taylor by one of his {  
Majesty's Justices of the Peace for the said County of Hampshire rendered by him at {  
the Trial of an action before him on the 14<sup>th</sup> day of July 1766 wherein the s<sup>d</sup> Biddad was {  
Plaintiff and the said Benjamin Def<sup>t</sup> in an action of Replevin viz to replevie three {  
Cows of the Plt. impounded by the said Benjamin Dewey the def<sup>t</sup>. viz two red Cows & {  
one brindled Cow mark'd with half penny last the under side the near ear one of the red {  
Cows marked with a Slit on the top of each ear and the other marked with a crop of {  
each ear belonging to Biddad Fowler of Westfield in said county yeoman now distrain<sup>d</sup>. {  
or impounded by Benjamin Dewey of said Westfield yeoman and delivers the {  
said Cows to the said Biddad and summon said Benjamin to appear before {  
Eldad Taylor by one of his Majesty's Justices of the Peace for said County at my {  
dwelling house in Westfield Monday the 14<sup>th</sup> day of July at 2 o' Clock in the after- {  
noon then and there to answer to the said Biddad in a plea of Replevin for that the s<sup>d</sup> {  
Benjamin at said Westfield on the 27<sup>th</sup> day of June 1766 at a place called Nathaniel {  
Phelps' homelot there took the said Cows of the Plt. and drove them away and im- {  
pounded them in the Common pound in said Westfield and in said pound them {  
unjustly detains against pledges and sureties to this Day which is to y<sup>e</sup> Damages of the {  
said Biddad as he saith 20<sup>s</sup>. as shall then and then appear with other due Damages {  
provided he the said Biddad give bond to the Value of two pounds with sufficient {  
Sureties to prosecute his Replevin &c dated at Westfield y<sup>e</sup> 27 of June in the 14<sup>th</sup> year {  
of his Majesty's Reign 1766 at which Trial Judgment was thus rendered viz "The said {  
Justice Taylor having heard the Parties on both Sides with their Allegations and proofs {  
and maturely consider<sup>d</sup> do Judge and determine that the said Benjamin Dewey {  
taking the Cows of y<sup>e</sup> said Biddad Fowler as set forth in the Declaration is without right {  
or Law, Therefore I find due to the Plt Damages three Shillings and Cost of Court {  
taxed 15<sup>s</sup>. from which Judgment the said Benjamin appealed to this Hon<sup>ble</sup> Court and {



246  
Dewey  
appt. for  
Towler  
207 and entered into bonds to prosecute and now the said Benjamin by John Worthington  
by his attorney comes here and humbly moves that this honourable Court would not take  
Cognizance of but dismiss this action because he says there is no record of the Judgment of the  
said Justice produced in the Case - And this Court having inspected the Paper purporting  
itself to be a copy of the said Justice Taylor's Judgment upon trial of the action or plea  
abovesaid, it appears to the said Court that there is no record produced in the Case and it  
is considered that the matter be dismissed -

Parks  
vs  
Miller  
208 Elisha Parks of Westfield in the County of Hampshire Gent. (by the name of Elisha Parks of  
the same Westfield Gent.) plt. vs Heber Miller of Springfield in the same County  
yeoman deft. in a plea of the Case for that the said Heber at the said Westfield on the last  
day of July last owed the said Elisha five pounds 3/8 by book account & as in & out -  
The plt. appears by John Worthington by his att. The said Heber being three  
times publicly called makes default of appearance here - Therefore it is con-  
sidered by the Court that the said Elisha do recover against the said Heber five  
pounds three shillings and eight pence of lawful money Damages and Cost of Court  
taxed at one Pound 15/6 & thereof he may have his Execution Ex. ii. 20th Jan. 1767.

Scripture  
vs  
Jackson  
209 Simeon Scripture of Coventry in the County of Windham in the Colony of Connecticut  
cut Trader plt. vs Joseph Jackson of Boston in the County of Suffolk Truckman deft. in  
a plea that he render to him his reasonable amount for the time he was bailiff to and  
receiver of the monies of the said Simeon at Boston aforesaid for that the said Joseph  
was bailiff to and receiver of the monies of the said Simeon at said Boston from the  
twentieth of September and seventeen hundred and fifty six until the thirteenth of  
June thence next following and during that time there recd. of the Goods of the said Simeon  
Seven barrels of Pork and nine barrels of beef of the Value of thirty six pounds 15/ by the  
hands of Elisha Burnham to sell and dispose of for the plt. profit and also during the same  
time at said Boston recd. of the monies of the said Simeon to the am. of fifty pounds viz  
thirty five pounds by the hands of Thomas Bell and fifteen pounds by his wife Simeon's  
own hand to render his reasonable amount of the goods and monies aforesaid to the said  
Simeon whenever he should be thereto requested yet the said Joseph tho' often requested  
hath not rendered his said reasonable amount of the said Goods and monies to the said  
Simeon but hitherto hath and still doth refuse so to do to the Damage of the said Simeon  
a hundred pounds - The plt. comes here by John Worthington by and the said Joseph  
the deft. by Joseph Hawley by their respective attorneys - And the said parties by their  
said Attornies refer the Case to the final Determination and award of Thomas Gray  
by Samuel Adams by and William Phillips by all of Boston agreed or any two  
of them (Arbitrators mutually elected by the said Parties) to be made upon the premises  
and returned into this Court so soon as may be and the said Parties have a Day  
before the Lord the Thing in this Court until the Second Tuesday of November next

Bliss  
vs  
Day  
210 Luke Bliss Gentleman and Lewis Bliss Gentleman both of Springfield in the County  
of Hampshire plt. vs Caleb Day of Springfield aforesaid yeoman deft. in a plea  
of the Case for that the said Caleb at said Springfield on the twenty third day of June  
1762 by his note for Value received promised to pay the said Luke and Lewis the sum  
of nineteen pounds 12/ lawful money with interest, meaning lawful interest till  
paid yet the said Caleb tho' often requested hath not paid the same sum nor the  
Interest thereof but neglects it to the damage of the said Luke and Lewis £25.  
The Plaintiffs appear by Jonathan Bliss Gent. their attorney - The said Caleb  
being three times publicly called makes default of appearance in Court Therefore



Therefore it is considered by the Court that the said Luke and Lewis do recover against the said Caleb twenty three pounds and eleven pence two farthings of lawful money Damages and Cost of Suit taxed at one pound 10/6 & thereof Ex<sup>is</sup> 24<sup>th</sup> Nov. 1766.

Samuel Eliott of Hartford in the County of Hartford & Colony of Connecticut merchant Plaintiff vs Ephraim Noble of Westfield in the County of Hampshire yeoman Defendant in a plea of the Case for that said Ephraim at Springfield on the 13<sup>th</sup> day of June 1763 by his note for Value rec<sup>d</sup> promised the Plt. to pay him or order twenty one pounds & in three months after said date and if not then paid to pay interest till the whole is paid but hath not paid the same & as in the writ - The Plt. by John Worthington by his attorney appears. The said Ephraim being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said Samuel do recover against the said Ephraim thirteen pounds eight shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds & six pence & thereof he may have his Execution &c  
Exon issued 20<sup>th</sup> Sept. 1766 -

To this Hon<sup>ble</sup> Court. Eleazar Melvin of Littleton in the County of Middlesex complains that his the Clearer's body was attached at the suit of Aaron Cooper of Hindisdale in the Province of New Hampshire husbandman and that the said Clearer was held to get bail sufficient to answer the Debt which suit the P. Aaron has discontinued and failed to prosecute the same the said Clearer therefore prays this honorable Court to allow him the said Clearer his reasonable costs &c. & by John Worthington by his attorney. Therefore it is considered by the Court that the said Clearer do recover against the said Aaron two pounds and ten pence of lawful money allowed him with his apent for the costs and expenses occasioned to him by the afores<sup>d</sup> suit of P. Aaron and thereof Ex<sup>is</sup> 24<sup>th</sup> Sept. 1766 -

George Dymnion of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff vs Abner Touseley of Brimfield in the County of Hampshire yeoman defendant in a plea of the Case for that the said Abner at Springfield on the 26<sup>th</sup> day of August 1762 by his note for Value rec<sup>d</sup> promised the said George to pay him five pounds 12/ on demand with Interest &c as in the Writ - The Plt. appears by John Worthington by his Attorney - The said Abner being three times publicly called makes default of appearance in Court - Therefore it is considered by the Court that the said George do recover against the P. Abner six pounds eighteen shillings and eleven pence of lawful money Damages and Cost of Court taxed at one pound fourteen shillings and four pence of like money & thereof Ex<sup>is</sup> 20<sup>th</sup> Sept. 1766.

The foregoing Judgments being made and entered up in manner aforesaid The Court was then adjourned without Day. Attest W<sup>m</sup> Williams Clerk



































